MICROFILM

START OF ROLL

ROLL NO.

129

Construction Contracts

Begins # 6813

324-1715 Aurora (Main St.) Sec., City St. (Grad. & Pav.) 1966

#6813

CA 2989

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date January 12, 1967

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Program Year 1966

Contract #6813 Prefix 324-1715 Survey Prefix 324-1414

Street Main Street

City Aurora

| | |
|---|---|
| Payments to Contractor .(See attached voucher)..... | $14,716.03 |
| Engineering and Contingencies..... | 1,694.88 |
| Survey (Total = $1,419.12). City's pro rata share..... | ---- |
| TOTAL..... | $16,410.91 |
| Agreed State Share | 16,410.91 |
| Agreed City Share | $ ---- |
| City Advance Deposit | $ ---- |

Reference: Outside Billing None

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

# CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY: MARION

CONTRACT NO.: 6813

ESTIMATE NO.: 3 Fin

HIGHWAY: CITY STREET

FEDERAL AID PROJECT NO.:

SECTION: AURORA /MAIN ST/

| NO. | ITEMS | | UNITS | UNIT PRICE | QUANTITY TO DATE |
|---|---|---|---|---|---|
| 001 | CLEARING AND GRUBBING | | LUMP SUM | 500.0000 | 1.0 |
| 002 | GENERAL EXCAVATION | UNCLASSIFIED | CU YDS | .7500 | 1,136.6 |
| 003 | TRENCH EXCAVATION | | CU YDS | 4.0000 | 98.9 |
| 004 | WATERING | | M-GALS | 3.5000 | 53.0 |
| 005 | STONE BASE | | CU YDS | 3.2500 | 1,537.9 |
| 006 | 3/4 IN-0 MATERIAL IN BASE | | CU YDS | 3.2500 | 416.2 |
| 007 | CLASS B ASPHALT | CONCRETE | TONS | 7.7500 | 630.5 |
| 008 | 12-INCH CULVERT PIPE | | LIN FT | 2.5000 | 508.0 |
| 009 | EXTRA FOR A C CONC | APPROACHES | ONLY | 25.0000 | 11.0 |

DATE: ~~10/19/66~~ 10/19/66 6813

PREVIOUS VOUCHER NO.: 9149

CHECKED BY: CP/md

ENGINEER OR AUDITOR: Arthur ~~Dugg~~ Duffy

TOTAL CONTRACT ITEMS

% RETAINED ON CONTRACT ITEMS

FORCE ACCOUNT

TOTAL PAYMENTS

| | CONTRACT NO. 6813 | ESTIMATE NO. 3 Final | PREFIX NO'S. 324-1715-204 (41) 813.60 Dr. |
|---|---|---|---|
| | FEDERAL AID PROJECT NO. | | |

| UNITS | UNIT PRICE | QUANTITY TO DATE | AMOUNT TO DATE | PREVIOUS AMOUNT | PRESENT AMOUNT |
|---|---|---|---|---|---|
| LUMP SUM | 500.0000 | 1.000 | 500.00 | 500.00 | |
| CU YDS | .7500 | 1,136.600 | 852.45 | 852.45 | |
| CU YDS | 4.0000 | 98.930 | 395.72 | 395.72 | |
| M-GALS | 3.5000 | 53.000 | 185.50 | 185.50 | |
| CU YDS | 3.2500 | 1,537.900 | 4,998.18 | 4,998.18 | |
| CU YDS | 3.2500 | 416.200 | 1,352.65 | 1,352.65 | |
| TONS | 7.7500 | 630.520 | 4,886.53 | 4,886.53 | |
| LIN FT | 2.5000 | 508.000 | 1,270.00 | 1,270.00 | |
| ONLY | 25.0000 | 11.000 | 275.00 | 275.00 | |
| | | | | | |
| | | | | | |
| | | | |

RECEIVED
OCT 24 1966
FOR FILING

324-1715

6813

October 21, 1966

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

Contract No. 6813 awarded to Warren Northwest, a Division of Warren Bros. Company for grading and paving Main Street in the city of Aurora in Marion County was completed on August 4, 1966, and accepted by the Highway Commission on October 5, 1966.

The corrected final payment in the amount of $813.60 will be released to the contractor as soon as the warrant can be prepared. The total contract amount is $14,716.03 and no work was performed under force account. No claims for labor or material have been filed with us.

This is to supersede our letter of October 5 in which the final payment amount was shown as $770.88.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Warren Northwest
a Division of Warren Bros. Company
P.O. Box 20337
Portland, Oregon 97220

Ward Cook-Rodgers Insurance Co., Inc.
Panama Building
Portland, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
OCT 14 1966
FOR FILING

324-1715

6813

October 13, 1966

Mr. A. J. Kahler
Payroll and Claims Supervisor
Oregon State Highway Department
Salem, Oregon 97310

RE: Final Estimate - Oregon State Highway Contract #6813

Dear Mr. Kahler:

We are in receipt of final estimate #3 on the noted job. We note a deduction of $42.72 with the comment that this represents a deduction for overpayment on Contract #6347 (Anlauf).

We assume that the party responsible for this perhaps was not aware of the fact that a substantial claim has been filed on the Anlauf job and is presently awaiting trial in the Marion County Circuit Court. We previously called your attention to the fact that we cannot recognize this alleged overpayment in view of our substantial claim.

We are now in this dilemma: we are unwilling to execute the final voucher enclosed in its present form if same would constitute an admission on our part that there was in fact an overpayment on Contract #6247. We are willing to execute the final estimate with a deletion of the deduction. If it ultimately is determined that there was an overpayment of $42.72, you may be assured that we will promptly make payment to you. Offsetting this small amount against another contract under the circumstances does not appear to be proper.

Very truly yours,

K. C. Holt
Division Controller

cc: Floyd Query
Secretary
Oregon State Highway Department

NOTED
FLOYD QUERY

RECEIVED
OCT 14 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 5 - 1966
FOR FILE

324-1715
6813

October 5, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed August 4, 1966, on Contract No. 6813. The contract was with Warren Northwest, a Division of Warren Bros. Co., and was for grading and paving on Main Street in the city of Aurora in Marion County.

As the contractor has completed all work according to specifications, I recommend that you accept the project this date.

This matter will be on the agenda for the October 6 meeting for confirmation.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
R. D. Asburry

bg fn

RECEIVED
OCT 6 - 1966
FOR FILING

324-1715
6813

October 5, 1966

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle 4, Washington

Gentlemen:

Contract No. 6813 awarded to Warren Northwest, a Division of Warren Bros. Company for grading and paving at Main Street in the City of Aurora in Marion County was completed on August 4, 1966, and accepted by the Highway Commission on October 5, 1966.

Final payment in the amount of $770.80 will be released to the contractor after October 12, 1966. The total contract amount is $14,673.31 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

gc

cc: Warren Northwest, a Division
of Warren Bros. Company
P. O. Box 20337
Portland, Oregon 97220

Ward Cook-Rodgers Insurance Co., Inc.
Panama Building
Portland, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: Aurora (Main Street)

WEEK ENDING: August 13, 1966

SECTION PREFIX: 324-1715

HIGHWAY: City Street

COUNTY: Marion

NAME OF JOB: Aurora (Main Street) Section

KIND OF WORK: Grading and Paving

CONTRACTOR: Warren Northwest

CONTRACT NUMBER: 6813

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: May 9, 1966

DATE WORK STARTED: June 14, 1966

ESTIMATED COMPLETION DATE: August 4, 1966

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: None SUPERVISION: None

SPECIFIED WORK DAYS

SPECIFIED CALENDAR DAYS: 70

WORK DAYS USED

CALENDAR DAYS USED: 64

SPECIFIED COMPLETION DATE

PERCENT OF TIME ELAPSED: 91

PROJECT AUTHORIZATION: $ 18,418.50

EXCLUSIVE OF ENGINEERING: $ 17,108.74

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 14,716.03

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 12.4 %

ENGINEERING AUTHORIZATION: $ 1,309.76

ENGINEERING COST TO DATE: $ 1,419.67

PERCENT OF AUTHORIZATION: 108.4 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 87.6

DATE PROJECT WAS COMPLETED: August 4, 1966

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | 100 | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.26 | 0.26 | | | 0.26 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 0.26 | 0.26 | | | 0.26 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 1,360 C.Y. | 2,260 C.Y. | | | 660 Tons |
| TOTAL QUANTITIES CORRECTED TO DATE | 1,136 | 1,954 | | | 631 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 1,136 | 1,954 | | | 631 |
| AVERAGE DAILY QUANTITIES | 142 | 245 | | | 631 |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

None

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Fair | | | |
| MONDAY | Cloudy | | | |
| TUESDAY | Cloudy | | | |
| WEDNESDAY | Cloudy | | | |
| THURSDAY | Fair | | | |
| FRIDAY | Fair | | | |
| SATURDAY | Fair | | | |

Routing

RECEIVED

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

The contractor completed work on the project including cleanup and equipment removal Thursday - August 4, 1966.

The semi-final estimate was submitted Thursday - August 11, 1966.

F I N A L  R E P O R T

SIGNED Arthur Duffy LOCATION Salem, Oregon

Arthur Duffy, Resident Engineer

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

FORM E-158

RECEIVED
MAY 10 1966

DEAN E. JACKSON, CHAIRMAN
MEDFORD
KENNETH A. FIDDLER, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

934-1715

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 10, 1966

Warren Northwest, Division of
Warren Brothers Company
P. O. Box 20337
Portland, Oregon

Gentlemen:

The State Highway Commission on May 9, 1966, awarded to you State Highway Contract No. 6813 for the following project:

Grading and paving on Main Street in Aurora in Marion County.

This award was based on your bid of $16,272.00 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

April 28,1966

Mr. George Eller
City Recorder
City Hall
Aurora, Oregon

Dear Mr. Eller:

On April 28, The State Highway Commission opened bids on the Special City Allotment project on Main Street in Aurora. The low bid was submitted by Warren Northwest of Portland and the anticipated cost based on the bid is as follows:

| | |
|---|---|
| Contractor's bid | $16,272.00 |
| Anticipated Additional Items | 100.00 |
| Total..... | $16,372.00 |
| Engineering and Contingencies (12½%) | 2,046.50 |
| TOTAL ANTICIPATED COST.. | $18,418.50 |

We anticipate that this contract will be awarded in the very near future.

Very truly yours,

H. S. Cox
County and City Engineer

by

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RU:mr

NOTED
H. S. COX

NOTED
HAROLD
REYNOLDSON

NOTED
DON HARWELL

Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Attention: County and City Division

Subject 1966 Special City Allotment Project
Main Avenue
City of Aurora

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above referred to project have been secured.

Dated at Aurora, Oregon, this 25 day of March, 1966.

AURORA CITY COUNCIL

By Walter Ehlers
Mayor

By
City Recorder

cc: E.F. SALING
F.D. MORGAN
R.D. ASBURRY
L.H. YOUNG.

RECEIVED
MAR 21 1966
FOR FILING

324-1715

6813

March 18, 1966

MISC. CONTRACTS and AGREEMENTS No. 2989

Mr. George Eller
City Recorder
City Hall
Aurora, Oregon

Dear Mr. Eller:

We are enclosing for your records a fully executed copy of a Special City Allotment Agreement covering Main Street in the City of Aurora.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

RECEIVED
MAR 21 1966
FOR FILING

324-1715
6812

March 18, 1966

MISC. CONTRACTS and AGREEMENTS No. 2989

Mr. George Eller
City Recorder
City Hall
Aurora, Oregon

Dear Mr. Eller:

We are enclosing for your records a fully executed copy of a Special City Allotment Agreement covering Main Street in the City of Aurora.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

NOTED
H. S. COX

February 25, 1966

Hon. Walter E. Erlend
The Mayor
Main Avenue
Aurora, Oregon

Dear Sir:

Attached you will find five option forms in quadruplet covering right of way and easements to be acquired in connection with the Main Avenue Special City Allotment project in Aurora. This contract is presently scheduled for letting in Salem on April 28, 1966.

We are attaching four prints of Map No. 10C-45-9 covering this area and bearing our date of February 16, 1966. Also attached are two right of way clearance certificates.

| File No. | Name | Area | | |
|---|---|---|---|---|
| 39285-A | City of Aurora | 0.8 | acre | P. 1 |
| | " " | 3,975 | sq. ft. | P. 2 |
| 39285-B | William J. Moore, et ux | 12,573 | " " | |
| 39285-C | William C. Hegi, et ux | 410 | " " | |
| 39285-D | Walter E. Erlend, et ux | 520 | " " | P. 1 |
| | " " " " " | 300 | " " | P. 2 |
| 39285-E | Percy O. Ottaway, et ux | 3,410 | " " | P. 1 |
| | " " " " " | 225 | " " | P. 2 |

Please have the attached option forms and right of way certificates properly executed; then forward to this office one copy of each. Retain the other copies for your use.

Your earliest consideration in this matter would be appreciated. If we can be of assistance, please let us know.

Very truly yours,

H. S. Cox
County and City Engineer

NOTED
DON HARWELL

By

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RUtam
Att.

bcc: E. F. Saling
F. D. Morgan
R. D. Asbury

Form E-380 (Rev.)—6M—1-64

TO BE ACQUIRED BY CITY

Oregon State Highway Department
CONSTRUCTION DIVISION

Sheet No. 1 of 1

# AUTHORIZATION TO NEGOTIATE FOR RIGHT OF WAY

Highway City Street County Marion

Unit Survey Approved

Section Main Street (Aurora) Sta. 15+08.82 Sta. 23+63.61

R/W Map No. 10C-45-9
Cost Distribution

| File No. | NAME | CONTROL ACCESS | | | | ACTION | | | | | PURPOSE | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Complete | Limit Use | Limit Loc. | None | Purchase | Lease | Easement | Encroach | Sale | R/W | Stock Pile | Maintenance | Gravel Pit | Quarry | Pit |
| 39285-A | City of Aurora | | | | X | X | | X | | | 1 | Slopes & Drain. | | | | |
| B | William J.Moore & Beatrice Moore | | | | X | X | | | | | X | | | | | |
| C | William C.Nagl & Bertha B.Nagl | | | | X | X | | | | | X | | | | | |
| D | Walter E.Erland & Leona M.Erland | | | | X | X | | X | | | X | Pipe | | | | |
| E | Percy O.Ottaway & Cita Ottaway | | | | X | X | | X | | | X | Slopes | | | | |

Submitted Floyd O. Scott Date FEB 16 1966
R/W Description Engineer

Approved Date
Assistant Construction Engineer

Approved Date
R/W Engineer

RECEIVED
JAN 31 1966
FOR FILING

RECEIVED
JAN 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

324-1715
6813

1-27-66

Prefix No. 324-1414

LOCATION PROSPECTUS
MAIN AVENUE SECTION
CITY OF AURORA - MARION COUNTY

HIGHWAY: Main Avenue from Bobs Avenue to Ottaway Lane, city of Aurora. Not on Federal-aid or State system.

TERMINI: The northerly terminus is at the intersection of Bobs Avenue and Main Avenue. The southerly terminus is at the intersection of Ottaway Lane and Main Avenue.

LENGTH: 0.27 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment. Reconnaissance is not necessary. Soils investigations have been completed. There are no special drainage problems. The survey need not be tied to the Lambert Grid System. The existing pavement will be utilized where practicable. This project will be constructed with 1966 Special City Allotment Funds.

TYPICAL SECTION: Two 11-foot travel lanes with 2-foot shoulders. Construction will be done about the existing centerline.

BASE DESIGN: The tentative design for construction is:

| | | |
|---|---|---|
| Paving | 3 | " A.C. |
| Top Course Base | 2 | " Leveling |
| Bottom Course Base | 9-1/2" | Coarse Crushed |
| Total Depth | 14-1/2" | |

MATERIAL: Adequate quantities available from commercial sources.

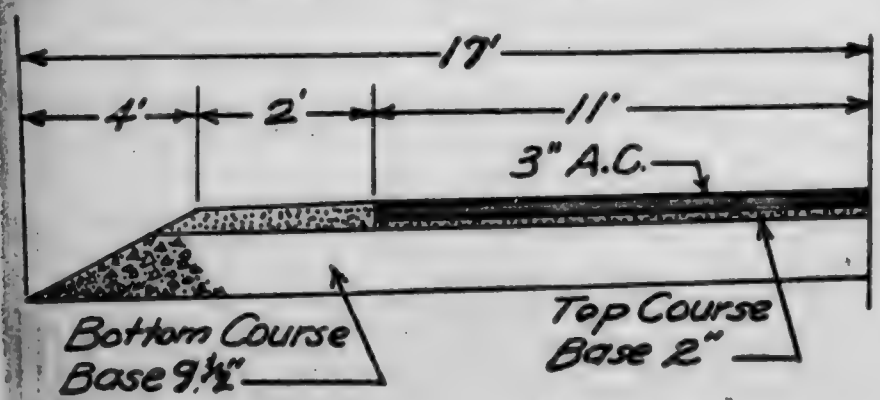
ADDITIONAL FACILITIES: There are no railroad or major stream crossings.

AGREEMENTS: Routine negotiations for a Special City Allotment project.

January 27, 1966
Attachment
cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
Tom Edwards
F. D. Morgan
R. D. Asburry (4)
Mark Astrup
R. N. Chase
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
O. B. Jackmond
Val Johnson
Ivan Merchant (4)
D. H. Moehring (3)
A. D. Olson
James Owens
Phil Preston (2)
Jack Rowland
O. C. Turner
F. W. Yarbrough (2)
L. H. Young

NOTED
TOM EDWARDS

- TYPICAL HALF SECTION -




# PROSPECTUS SKETCH MAP

BOBS AVE. – OTTAWAY LANE

MAIN AVENUE

CITY OF AURORA

MARION COUNTY

Arthur Duffy — Res. Eng'r.

January, 1966

Form 734-1

# OREGON STATE HIGHWAY DEPARTMENT
# AUTHORITY FOR SURVEY

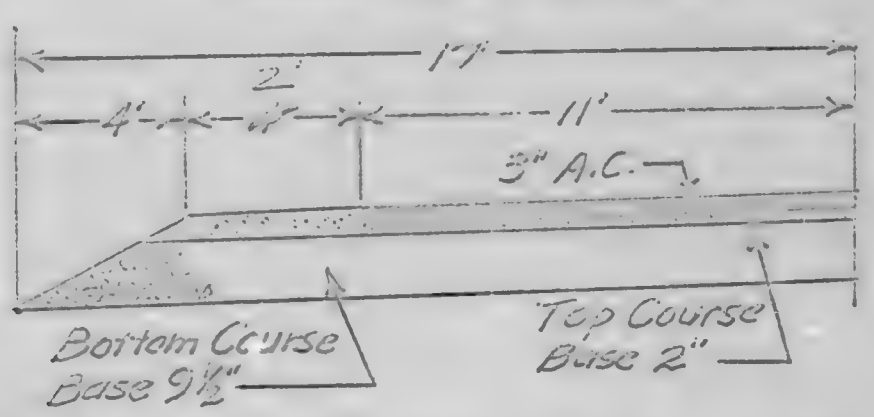
Section Aumsville (Main Avenue) Date January 11, 1966

Highway Main Avenue Aumsville Authorization No. 1

County Marion Div. 2 Survey Prefix [illegible] (Assigned by Salem office)

Description of termini, route, length, etc.: The northerly end of the project is at the intersection of Lobo Avenue and Main Avenue. The southerly end of the project is at the intersection of Ottaway Lane and Main Avenue. The overall length of the project is 0.27 mile.

TYPICAL HALF SECTION




Purpose of survey: To make field survey, prepare plans and specifications for reconstruction and surfacing as per above typical section.

Estimate of cost:

| | | |
|---|---|---|
| Field | (901) | $ 800.00 |
| Plans | (905) | 500.00 |
| Soils | (910) | 300.00 |

RECEIVED
FEB 15 1966
ENGINEER
COUNTY & CITY DIVISION

INSTRUCTIONS

Submit four copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

| | |
|---|---|
| Total estimated cost of survey | $ 1,600 |
| Previous authorization | |
| Additional authorization requested | |
| Additional authorization approved (Salem) | |
| Total all authorizations approved (Salem) | |

Requests made by: [signature] Field Engineer

Recommended for Approval: [signature] Ass't Construction Engineer

Recommended for Approval: [signature] Division Engineer

Approved: [signature] Ass't State Highway Engineer

State Printing

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 1 Pages

RECEIVED
FEB 4 1966

Section MAIN STREET Highway CITY OF AURORA County MARION Proj. No. 23

Res. Engr. A. Duffy Approx. Length 0.24 Miles. Sta. _____ to Sta. _____ Date 1-10-66

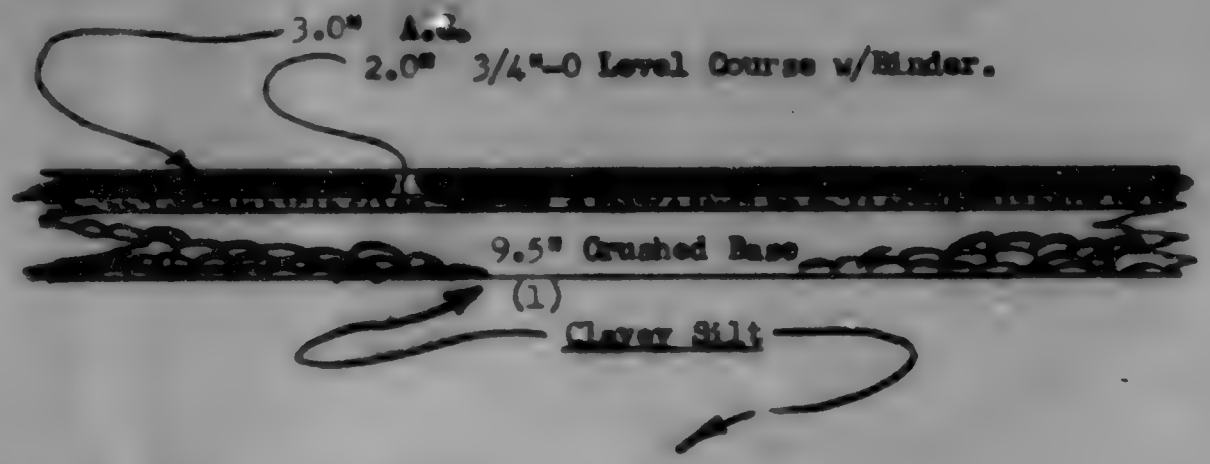
Truck A.D.T. 3 Traffic Coefficient 5+4 18 kip s.a. per day 21.

Annual Precipitation 37" Frost Penetration - - - - .

(1)
Typical Soil
27 LL
5 PI
100 %P 10
66 %P200
0 %Gravel
2 %C Sand
31 %F Sand
43 %Silt
24 %Clay
7 "R" Value
(illegible)

AASHO CLASSIFICATION:
A-4 (7)

MATERIAL SOURCES:
To be determined by the Engineer.




Values assigned various components of the pavement structure:

| | | |
|---|---|---|
| 1.0" of Asphaltic Concrete | = | 2.0" of Crushed Base |
| 1.0" of Oil Mat | = | 1.1" of Crushed Base |
| 1.0" of Stone Subbase (Meet Standard Specs (plus 8% maximum P#200 (sieve and 70 minimum ("R" Value. | = | 0.8" of Crushed Base |

| CBE Total Req. | Credit | Actual Thick. | |
|---|---|---|---|
| | 6.0 | 3.0 | A.C. |
| | 2.0 | 2.0 | Level |
| | 9.5 | 9.5 | Cr. Base |
| 17.5 | 17.5 | 14.5 | |

NOTED
F. B. KLABOE

cc:
(illegible).
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer
County-City (2)

Submitted by J. W. Yarbrough
Staff Assistant

Recommended by O. A. Hutton
Engineer of Materials

Recommended by L. T. Barker
and Construction Engineer

Approved by F. B. Klaboe
Asst. State Highway Engineer

SECTION. MAIN STREET

HIGHWAY: CITY OF AURORA

COUNTY: MARION

Traffic Analysis:

(Ad Matter for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT _____ 100 _____ (Total)

B. Future ADT _____ 170 _____ (Total)

C. Mean ADT _____ 135 _____ (A+B)

D. Design Period _____ 20 _____ Years

E. No. of Lanes _____ 2 _____

F. Percent Trucks _____ 5 _____ ADT Basis)

G. Trucks (in one direction) F= _____ 2.5 _____ x (C) _____ 135 _____ ÷ _____ 3 _____

H. % Trucks in Design Lane _____ 100 %

I. Trucks in Design Lane (G) _____ 3 _____ x (H) _____ 100 % = _____ 3 _____

TRAFFIC COEFFICIENT = K (I) $^{0.119}$

where K = 4.069

_____ 5.4 _____

SECTION: MAIN STREET

HIGHWAY: CITY OF AURORA

COUNTY: MARION

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: $A_1C_1$ or Oil
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City prefers A.C.
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison made as this is a short (0.24± mi.) section.
See Item 12.

October 8, 1965

NOTED
DON HARWELL

Mr. George Eller
City Recorder
City Hall
Aurora, Oregon

NOTED
H. S. COX

Dear Mr. Eller:

It is planned to submit your request for improvement of Main Avenue to the State Highway Commission for consideration.

The estimated cost of this project is $21,000 of which City's share is estimated to be $1,000.

If you wish to proceed with this project, please inform this office as to City's ability and willingness to pay its share of the estimated cost.

Prompt attention to this matter will be appreciated.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RU:mm

RECEIVED
APR 15 1965
ENGINEER
COUNTY & CITY DIVISION

4-12-65

# R E S O L U T I O N

WHEREAS, under the provisions or ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Aurora is an incorporated city of the State of Oregon and has a population of 312 as given by the latest official census; and

WHEREAS, the following streets of said city, Main street from highway 99E south to Ottoway Road, thence the north ½ of Ottoway road west to 99E . This heavy traffic is caused by 36 families travelling these streets who live in New Colony Park as marked on the enclosed map.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

(cc-50, 1959 Rev.)

4. That the City of Aurora does hereby offer to State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Niles Beiser as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 12th day of April, 1965.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Aurora at a regular or special meeting of said Council, held on the 12th day of April, 1965, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 12th day of April, 1965.

Geo. Eller
City Recorder



(cc-50, 1959 Rev.)

**SIGNED ROUTES**

INTERSTATE 5
U.S. 30
ORE. 22

**LEGEND**

- Post Office
- Public Bldg.
- School
- CH – City Hall
- CT – Court House
- R. R. Depot
- A – Armory
- L – Library
- Street open for travel.
- Street dedicated but not open.
- City Limits.

# AURORA

MARION COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 274

Scale in Feet

November 1, 1960

I-405-9 .. Lincoln with SW Broadway,
(1.)302 etc., in Portland. Traffic
6812 signal install.

Q+A 3016

STATE COPY

| | | |
|---|---|---|
| Monthly transaction number 5-85 | FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State Oregon |
| Project report number 9 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) | County Multnomah |
| Modification number 1 | 5-9-67 | Project number I-405-8(14)302 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 6, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 15,829.00 | $ 18,377.00 |
| Federal funds | $ 14,600.00 | $ 15,273.56 |
| Other revisions | | |

This modification is made for the following reasons:

Based on Final Voucher.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 8th day of May, 19 67.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J B Kelso

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
A. W. PARSONS, Division Engineer

By L. R. Backlund, Admin. Manager
(Division Engineer)

US COMM-DC 26364-P65

6/6/66 A

RECEIVED
JUN 21 1966
FOR FILING

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

FORM PR-2 (REV. 3-66) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

MONTHLY TRANSACTION NO. 6-56

PROJECT REPORT NO. 4

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

6-4-6

STATE: Oregon

COUNTY: Multnomah

PROJECT NO.: I-405-8(14)302

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

6277

PROJECT TERMINI

S.W. Montgomery - S.W. Broadway Section.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 4-6-66 | 0.00 |
| OTHER (Specify) | | |

FUNDS

Pro Rata 92.25

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 15,829 | $ 14,600.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [signature]

Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XXBy A. W. Parsons
(Division Engineer)

By L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 6 1966

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE



USCOMM-DC 26854-P66

Oregon State Highway Department

Federal Aid
Project No. I-405-8(14)302

S.W. MONTGOMERY-S.W. BROADWAY SECTION OF THE

STADIUM FREEWAY HIGHWAY IN MULTNOMAH COUNTY

Project agreement estimate.

Salem, Oregon, May 23, 1966

Type Code Y031
Traffic Signal Installation (Sta. 451+86 to Sta. 477+00)
(Cont. No. 6814)

| | | |
|---|---|---|
| Traffic Signal Installation, Complete | All Required | $ 14,190.00 |
| | | $ 14,190.00 |
| Flagging (57½ of Contractor's Cost) | All Required | $ 200.00 |
| | Subtotal | $ 14,390.00 |
| | 10% Engr. & Cont. | 1,439.00 |
| | Total | $ 15,829.00 |

Length of Project - - - - - - - - - - - - - - - 0.00 Mile

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 14,600.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 1,229.00 |
| Total | $ 15,829.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
JAN 3 - 1967
FOR FILING

I-405 & (14) 302

6814

January 3, 1967

Glens Falls Insurance Company
P. O. Box 14040
Portland, Oregon 97214

Gentlemen:

Contract No. 6814 awarded to McIntyre Electrical, Inc., for traffic signal installation on the SW Montgomery-SW Broadway Section of the Stadium Freeway in Multnomah County was completed on November 21, 1966, and accepted by the Highway Commission on December 28, 1966.

Final payment in the amount of $451.50 will be released to the contractor after January 10, 1967. The total contract amount is $15,049.92 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Ousby, Secretary
OREGON STATE HIGHWAY COMMISSION

ge

cc: McIntyre Electrical, Inc.
12005 N. Burgard
Portland, Oregon 97203

James E. Sohren & Company
608 Woodlark Building
Portland, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
JAN 3 - 1967
FOR FILING

I-405-8 (14)302
6814

December 28, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed November 21, 1966, on Contract No. 6814. The contract was with McIntyre Electrical, Inc. and was for traffic signal installation on the SW Montgomery-SW Broadway Section of the Stadium Freeway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 28, 1966, and that you concur in this procedure at the Commission meeting on January 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

bc Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. B. Crandall
C. H. Maison
A. E. Johnson

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SECTION: S.W. Montgomery - S.W. Broadway

WEEK ENDING: November 26, 1966

SECTION PREFIX: 626-1074

HIGHWAY: Stadium Freeway

COUNTY: Multnomah

NAME OF JOB: Traffic Signal Installation

KIND OF WORK: Traffic Signal Installation

CONTRACTOR: McIntyre Electrical, Inc.

CONTRACT NUMBER: 6814

FEDERAL AID PROJECT NUMBER: I-405-(14)302

DATE OF CONTRACT: May 9, 1966

DATE WORK STARTED: June 7, 1966

ESTIMATED COMPLETION DATE: ~~November 22, 1966~~

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN 1 SUPERVISION 1

SPECIFIED WORK DAYS

WORK DAYS USED

SPECIFIED CALENDAR DAYS 110* 30**

CALENDAR DAYS USED 110* 28**

SPECIFIED COMPLETION DATE

PERCENT OF TIME ELAPSED 100* 93**

PROJECT AUTHORIZATION $ 16,188.75

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100

EXCLUSIVE OF ENGINEERING: $ 15,037.55

ENGINEERING AUTHORIZATION $ 1,151.20

ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING $ 15,249.92

ENGINEERING COST TO DATE $ 1,600.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100

ESTIMATED PERCENT: OVERRUN / UNDERRUN +1 %

PERCENT OF AUTHORIZATION 139 %

DATE PROJECT WAS COMPLETED: ~~November 22, 1966~~

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | | | | | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK: small tools ladder truck

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | Calendar | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY Nov. 20 | Cloudy, cool | 1 | | 12th & Mont. - Bdy. & Lincoln completed |
| MONDAY 21 | Cloudy, windy | 1 | | 13th & Mont. - Calendar days noted in col. |
| TUESDAY 22 | Fog, clouds | 1 | | |
| WEDNESDAY 23 | Cloudy, fair | 0 | | 13th & Mont. Job essentially complete |
| THURSDAY 24 | Partly cloudy | 0 | | |
| FRIDAY 25 | Showers | 0 | | |
| SATURDAY 26 | - | 0 | | |

Morris / Decker / Bond / Barbee / Walker / Gehrh / Swan

RECEIVED
NOV
CONSTRUCTION
DIVISION

Wells / Litchfield / Olsen / BEN GIFFORD

* 12th & Mont. & Bdy. & Lincoln

** 13th & Montgomery

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| Nov. SUNDAY 20 | No Activity |
| 21 MONDAY | Contractor finishing minor clean up items |
| 22 TUESDAY | Contractor touching up paint.<br>Mr. Ed Hardt, Metro Division, and Mr. Herb Schell BPR, and Wally Bryant made a final inspection of the project today. |
| 23 WEDNESDAY | No activity |
| 24 THURSDAY | |
| 25 FRIDAY | |
| SATURDAY 26 | No activity anticipated. |

**REMARKS**

This job is essentially complete.
All signals are in operation.
This will be the last weekly report on this project.

SIGNED Charles Lobaugh LOCATION Portland

Charles Lobaugh, Assistant Res. Br. Engr.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
DEC 7 - 1966
FORM E-123X 8CH 4-62
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-405-8(14)302

6814

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 23, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 21, 1966, on Contract No. 6814, S.W. Montgomery-S.W. Broadway Section, in Multnomah County, in connection with Federal-Aid Project No. I-405-8(14)302.

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

NOTED
F. B. KLABOE

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date: 11-22-66

Conditions noted on above date:

None

WNB

A. W. Parsons
Division Engineer

Refd to Young
12-7-66

to: Forrest Cooper
Vince Gallagher

By:
G. R. Brooks
District Engineer

RECEIVED
JUN 1 - 1966
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 23, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(14)302
Southwest Montgomery - Southwest Broadway Section
Traffic Signal Installation

As requested in Mr. Young's letter of May 19, 1966 advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of May 9, 1966 in the award of contract No. 6814 to McIntyre Electric, Inc., of Portland, Oregon, low bidder in the amount of $14,190.00 at the April 28, 1966 bid opening.

REFERRED TO
By Asst. State Hwy. Engr.
5-31-66

RECEIVED
MAY 26 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 20 1966
FOR FILING

6114

May 19, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Confirmation of your tentative concurrance as of May 2, 1966, is requested in the award of contract for the S.W. Montgomery-S.W. Broadway Section, Project No. I-405-3(14)302.

The contractor receiving the award is McIntyre Electric, Inc., of Portland, in the amount of $14,190.00 with the Contract No. 6314 assigned. This bid was received on April 28, 1966, and awarded May 9, 1966.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our proposal regarding nondiscrimination in employment as required by Bureau of Public Roads PR 30-4-64.

All rights of access, including utililities, to or from abutting property are either (1) denied by law, (2) have been acquired, or (3) have been acquired in condemnation proceeding which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility work not included as part of the construction contract to be undertaken and completed without conflicting or delaying the State's contractor's operations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosure

RECEIVED
MAY 10 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
SALEM
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-405-8(14)362

6814

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. NOHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 9, 1966

McIntyre Electrical, Inc.
12005 N. Burgard
Portland, Oregon 97203

Gentlemen:

The State Highway Commission on this date awarded to you State Highway Contract No. 6814 for the following project:

Traffic signal installation at intersection of S. W. Lincoln with S. W. Broadway; S. W. Montgomery with S. W. 12th Avenue; and S. W. Montgomery with S. W. 13th Avenue ramp in Portland, Multnomah County.

This award was based on your bid of $14,190.00 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)
I. D. Merchant

RECEIVED
APR 13 1966

Form CD-121 (1-62) (Prec. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 6, 1966

In reply refer to: 08-35.2-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-405-8(14)302
S.W. Montgomery-S.W. Broadway Section
Traffic Signal Installation

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our authorization is with the understanding that all necessary right of way has been acquired for occupancy and contractor's use, and further that control of access rights has been obtained with no utility adjustments involved, as indicated in Mr. Oakes' and Mr. Litchfield's March 24 and March 30, 1966 reports.

You are authorized to proceed with contractor's flagging included in your estimate for $200.00.

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | April 1966 |

Inasmuch as our Washington office's review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of our review.

Mr. Young's April 4, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplements thereto as being in the public interest.

Attachment

RECEIVED
APR 13 1966
OFFICE OF

REFERRED TO
Young w/cmt
Ex. Asst. State Hwy. Engr.
4-13-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 14 1966
ENGINEERING
I-405-8 (14) 302
6814

March 17, 1966

MISC. CONTRACTS and AGREEMENTS No. 9016

Mr. Ray Smith, Auditor
City of Portland
City Hall
Portland, Oregon

agenda item
4 W
3-8-66

Dear Mr. Smith:

We are enclosing for your records two fully executed copies of an Agreement for traffic signals at intersections of S. W. Broadway and Lincoln, S. W. 14th and Montgomery and S. W. 12th and Montgomery in Multnomah County.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosures

cc: F. B. Crandall

RECEIVED
MAR 3 - 1966
FOR FILING

I-405-8(14) 302

6814

March 3, 1966

Oregon State Highway Commission

Gentlemen:

An agreement has been executed with the City of Portland covering the installation of traffic signals at the intersections of S. W. Broadway and Lincoln, S. W. 14th and Montgomery, and S. W. 12th and Montgomery in Portland in Multnomah County.

This agreement provides that the State shall install the signals and the City shall install the controllers, supervisory cables, power supply wires, maintain the signals, and pay for all electrical energy. The State's share of this project is estimated to cost $20,800 and will be charged to Interstate Funds.

I recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

This matter will be on the agenda for your consideration at the March 8 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
E. S. Hunter
C. H. Maison
L. W. Rulien

scf bg

26-4229 Col. R. Br. at Vancouver 1967
(Clean & paint all steel in
#6815 both n.bound & s.bound struc.)

WILLIAM H. HUMBLE
34 Don Gabriel Way
Orinda, California

January 15, 1968

Mr. Tom Edwards
Assistant State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Edwards:

In reply to your letter of January 8, 1968 we will await word from the contractor in this matter and trust it can be settled in the reasonably near future inasmuch as the matter has dragged considerably to date.

We very much appreciate your efforts.

Very truly yours,

W. H. Humble

WHH:hk

NOTED
TOM EDWARDS

RECEIVED
JAN 18 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 9 - 1968
FOR FILE

26-4229

6815

January 8, 1968

6266

Mr. Andrew Washeim
P. O. Box 334
Lynnwood, Washington

Re: Interstate Bridge Painting
Oregon Contract No. 6815

Dear Sir:

Attached is a copy of a letter received from Mr. William H. Humble, 34 Don Gabriel Way, Orinda, California, concerning paint damage to his daughter's clothing and his vehicle, apparently chargeable to your operations under the above contract.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachment

cc/enc. United Pacific
Insurance Company
American Bank Building
415 S. W. Tenth
Portland, Oregon

Continental National
American Group
2322 Lloyd Center
Portland, Oregon

Attention Mr. Dan Flood

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

CAG:jf ja

January 8, 1968

Mr. William H. Humble
34 Don Gabriel Way
Orinda, California

Dear Sir:

Your letter of November 12, 1967, addressed to the Washington Toll Bridge Authority at Olympia, has been referred to this office.

We are advising the contractor by a copy of your letter that it is his responsibility to rectify the damage you claim.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

CMG:jf ja

COMMISSIONERS
GEORGE D. ZAHN, CHAIRMAN
METHOW
ROBERT L. MIKALSON
CENTRALIA
HAROLD WALSH
EVERETT
BAKER FERGUSON
WALLA WALLA
JOHN N. RUPP
SEATTLE

LORENZ GOETZ, SECRETARY
OLYMPIA

STATE OF WASHINGTON
DANIEL J. EVANS, GOVERNOR

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
C. G. PRAHL, DIRECTOR
HIGHWAYS-LICENSES BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 98108
6431 SO. CORSON AVE.
NO. 2 WENATCHEE 98801
P. O. BOX 98
NO. 3 OLYMPIA 98501
P. O. BOX 127
NO. 4 VANCOUVER 98663
4200 MAIN STREET
NO. 5 YAKIMA 98901
P. O. BOX 98
NO. 6 SPOKANE 99205
N. 2714 MAYFAIR ST.
NO. 7 SEATTLE 98109
909 FAIRVIEW AVE. NO.

December 14, 1967

C
O
P
Y

Mr. William H. Humble
34 Don Gabriel Way
Orinda, California

Dear Mr. Humble:

Your letter of November 12, 1967, directed to the attention of Mr. George E. Rogers, has been routed to this office for reply. We wish to advise that the contract for the painting of the Interstate Bridge between Vancouver and Portland was an Oregon State Highway Department contract with Andrew Neshiem Company as the painting contractor.

Since this State has no formal connection between the State of Oregon and the painting contractor to assist in the satisfaction of claims, we suggest that you correspond with the Oregon State Highway Department for any assistance which they can render. For the Oregon Department's advance information, we are taking the liberty of transmitting your letter with the attachments to the Oregon Department of Highways.

Very truly yours,

Copy to United Pacific Ins Co (3 Lines) in Commercial Acct'g American Group

C. C. NICHOLS, P. E.
Assistant Director of Highways
for Toll Facilities

CCN:es
cc: Tom Edwards w/attach. ✓

Market Issues

RECEIVED
DEC 15 1967
OFFICE OF
MAIL HIGHWAY

Daniel J. Evans
[redacted], Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST J. KETCHAM, Chairman
State Highway Commission
CHARLES HODDS, Director
Department of General Administration

STATE OF WASHINGTON

C. G. Prahl
[redacted], Director of Highways
Ex Officio Member
[redacted] HEDGES
Executive Secretary of Authority

# WASHINGTON TOLL BRIDGE AUTHORITY

TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

VANCOUVER-PORTLAND INTERSTATE
TOLL BRIDGE
12345 North Union Ave.
Portland, Oregon

October 5, 1966

Mr. William H. Humble
34 Don Gabriel Way
Orinda, California

Dear Mr. Humble:

We received your letter of September 20, concerning the paint on your car and daughter's clothing, and have forwarded it to the painting contractor. It is his responsibility to see that all complaints arising from the bridge paint job are satisfied.

For your information, the contractor is Andrew Nesheim Company, P.O. Box 334, Lynnwood, Washington. Any costs incurred in the removal of paint from your car should be handled directly by this firm.

Sincerely yours,

INTERSTATE TOLL BRIDGE

George E. Rogers

George E. Rogers
Cashier

GER:pjb

cc: C. C. Nichols
Andrew Nesheim

[illegible] PM
7 8 9 [illegible] 11 12 [illegible] 3 4 5 6

RECEIVED
JUN 2 - 1967
FOR FILING
26-4224
6815

June 2, 1967

Veatch, Lovett & Stiner
Yeon Building
Portland, Oregon 97204

Attention: Mr. Gregg A. Lowe

Gentlemen:

This is in reply to your letter of May 31 concerning the claim of Simone Spohn for paint damage to his car incurred on the Interstate Bridge at Portland in July, 1966, caused by the painting operations of Andrew Nesheim.

Final payment to Mr. Nesheim on this Contract 6815 was made in the early part of May, 1967.

There is no procedure that I know of by which the claim can be asserted through the State Highway Commission. The contract is covered by a labor, materials, and performance bond furnished by United Pacific Insurance Company through their agent Homer Perry, American Bank Building, Portland. This bond assures completion of the job and payment for labor and materials.

The contract contains no provision requiring the contractor to provide insurance coverage, and we do not know if Mr. Nesheim carries insurance coverage.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

LAW OFFICES

VEATCH, LOVETT & STINER

YEON BUILDING

PORTLAND, OREGON 97204

JOHN C. VEATCH
JOHN C. VEATCH, II
CHARLES M. LOVETT
ALONZO P. STINER
NOBUO KAWASAKI
RONALD P. ANDERSON
GREGG A. LOWE

TELEPHONE
226-6373

May 31, 1967

Mr. Floyd Query, Secretary
State Highway Commission
State Highway Department
Salem, Oregon 97310

Re: Andrew Nesheim
Oregon Contract #6815

Dear Mr. Query:

We have been retained by Simone Spohn and the Northwest Insurance Company as the result of an incident involving Mrs. Spohn's 1959 Buick which took place on the Interstate bridge between Portland and Vancouver on July 5, 1966. Mrs. Spohn's automobile was splattered with paint which came from Mr. Nesheim's painting operations on the bridge. We understand that the painting was under the above contract with the State of Oregon. Mrs. Spohn's vehicle was damaged in the amount of $125.00.

We have written Mr. Nesheim numerous letters concerning this problem and have yet to receive a reply. Would you please inform us if there is any procedure by which we can assert our claim through the State Highway Commission. Also, would you inform us whether final payment under Mr. Nesheim's contract has been made.

Thank you very much.

Sincerely yours,

VEATCH, LOVETT & STINER

Gregg A. Lowe

Gregg A. Lowe

GAL/cb

RECEIVED
JUN 1 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 28 1967
FOR FILING
76-4139
6815

April 28, 1967

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 6815 awarded to Andrew Beshein for maintenance painting on the Columbia River Bridges at Vancouver on the Pacific Highway in Multnomah County was completed on March 20, 1967, and accepted by the Highway Commission on April 27, 1967.

Final payment in the amount of $21,212.10 will be released to the contractor after May 5, 1967. The total contract amount is $424,242 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Mr. Andrew Beshein
P.O. Box 334
Lynnwood, Washington 98036

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
APR 28 1967
FOR FILING

26-4221
Fred W. Hill, Member
Helix
E 9 15

April 27, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed March 20, 1967, on Contract No. 6815. The contract was with Andrew Neshein and was for the maintenance painting of the Columbia River Bridges at Vancouver in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 27, 1967, and that you concur in this procedure at the Commission meeting on June 8.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
Ivan Merchant
L. H. Young
L. W. Rulien

4-28
W 9 5'

FBK:srb jw

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Columbia River Bridges at Vancouver | | WEEK ENDING: March 25, 1967 |
| | | SECTION PREFIX: 26-4229 |
| HIGHWAY: Pacific | | COUNTY: Multnomah |
| NAME OF JOB: Columbia River Bridges at Vancouver | KIND OF WORK: Maintenance Painting | |
| CONTRACTOR: Andrew Neshein | CONTRACT NUMBER: 6815 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: Awarded: May 9, 1966 | DATE WORK STARTED: May 16, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 4 SUPERVISION: 1 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 400 | CALENDAR DAYS USED 144 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 35 |
| PROJECT AUTHORIZATION: $477,272.25 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $443,332.89 | ENGINEERING AUTHORIZATION $33,939.36 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $443,332.89 | ENGINEERING COST TO DATE $18,500.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 99 |
| ESTIMATED PERCENT OVERRUN / UNDERRUN: ____% | PERCENT OF AUTHORIZATION: 55% | DATE PROJECT WAS COMPLETED: March 20, 1967 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
| MILES IN PROJECT | | | | | | | |
| MILES PARTIALLY COMPLETED | | | | | | | |
| MILES COMPLETED | | | | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | | | |
| AVERAGE DAILY QUANTITIES | | | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | |
| HOURS PER SHIFT | | | | | | | |

EQUIPMENT USED DURING THE WEEK:

One pickup truck, Brushes, Small Tools

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| March 19 SUNDAY | Fair | 0 | | No days charged as per Special Provisions |
| MONDAY 20 | Fair | 0 | | No days charged as per Special Provisions |
| TUESDAY 21 | Cloudy | 0 | | Project Complete |
| WEDNESDAY 22 | Rain | 0 | | |
| THURSDAY 23 | Rain | 0 | | |
| FRIDAY 24 | Cloudy | 0 | | BEN GIFFORD |
| SATURDAY 25 | | 0 | | |

RECEIVED

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| March SUNDAY 19 | Finish coat green in area of guardrail revision. Cleanup of site. |
| MONDAY 20 | Activity same as Sunday. Project completed today. Al Harwood visited project today and made a final inspection. |
| TUESDAY 21 | |
| 22 WEDNESDAY | |
| THURSDAY 23 | |
| FRIDAY 24 | |
| SATURDAY 25 | |

**REMARKS**

Project is complete. This will be the concluding Weekly Report.

BRIDGE DIVISION
MAR 27 1967
7|8|9|10|11|12|1|2|3|4|5|6

SIGNED Charles Lehmpfuhl LOCATION Portland
Ass't. Bge. Br. Engr.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

FORM E-123

RECEIVED
FEB 23 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
Medford
KENNETH A. FRIDLEY, MEMBER
Wasco
DAVID B. SIMPSON, MEMBER
Portland

1415

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 21, 1967

Robert L. Allen
Boyrie and Miller
Attorneys
432 Pittock Block
Portland, Oregon 97205

Re: Paint Spray Damage Claims
Hartford Insurance Group
Portland-Vancouver Interstate Bridge
Contract No. 6815

Astoria-Megler Bridge
Contract No. 6268

Dear Mr. Allen:

Your letter of February 1, 1967, addressed to Mr. Floyd Query, Secretary of the Highway Commission, has been referred to the undersigned for reply.

As to the Astoria Bridge, it should be noted that there were two painting subcontractors on this project, Mr. Nesheim and Runnels Industries, P. O. Box 1129, Richmond, California. Either or both of these subcontractors might have been involved in the claims which you have. Our final voucher to U. S. Steel, prime contractor on the Astoria Bridge project, was mailed on January 4, 1967. We understand that United States Steel has taken steps to protect itself against claims such as yours, as between itself and the subcontractors.

We recognize that legal action against the contractors on such claims, especially if the amount is relatively small, is in many respects an unsatisfactory solution for one in your client's position. However, the vast majority of our contractors have recognized their responsibilities in similar matters, and we can recommend no effective remedy "through the State Highway Department" as suggested in your letter.

The state is protected by hold harmless agreements from the prime contractors, as to which the contractors' respective sureties are also obligated. U. S. Steel's surety on the Astoria Bridge project is Federal Insurance Company, a New Jersey corporation, which may be contacted through its resident

FORM E-125

RECEIVED
FEB 23 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
Medford
KENNETH M. FRADLEY, MEMBER
Wasco
DAVID B. SIMPSON, MEMBER
Portland

6415

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 21, 1967

Robert L. Allen
Boyrie and Miller
Attorneys
432 Pittock Block
Portland, Oregon 97205

Re: Paint Spray Damage Claims
Hartford Insurance Group
Portland-Vancouver Interstate Bridge
Contract No. 6815

Astoria-Megler Bridge
Contract No. 6268

Dear Mr. Allen:

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The state is protected by hold harmless agreements from the prime contractors, as to which the contractors' respective sureties are also obligated. U. S. Steel's surety on the Astoria Bridge project is Federal Insurance Company, a New Jersey corporation, which may be contacted through its resident

agents, Marsh & McLennan - Cosgrove & Co., Inc., Equitable Building, Portland. The address of their home office is Federal Insurance Company, Chubb & Son, Managers, 90 John Street, New York 38, New York.

As to the Portland-Vancouver Interstate Bridge, Mr. Nesheim's surety is United Pacific Insurance Company, Fidelity and Surety Department, P. O. Box 1216, Tacoma, Washington.

We are contacting both U. S. Steel and Mr. Nesheim with a request for a report as to the status of your claim. However, candor requires that we caution you against any over-optimism as to the effectiveness of such a request at this time.

Very truly yours,

G. E. ROHDE
Chief Counsel

GER:AHJ:gw

cc: Floyd Query
General Files
Ivan Merchant (2)
A. H. Johansen

RECEIVED
FEB 28 1967

EDWARD A. BOYRIE
F. BROCK MILLER
BOYD J. LONG
JOHN H. OTTING
ROBERT L. ALLEN

26-4229
6815 Geo.

LAW OFFICES
BOYRIE AND MILLER
432 PITTOCK BLOCK
PORTLAND, OREGON 97205

TELEPHONE
227-3557

File

February 1, 1967

Could you give me reply, preferably to Portland address!

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon

3 copies of this letter to Johnson 2-10 at this request

Re: Andrew Nesheim

Dear Mr. Query:

Thank you for your letter of December 27, 1966.

I followed the suggestion which you made in that letter and have presented my claims to the principal contractors for the Interstate Bridge and the Astoria Bridge, Andrew Nesheim and United States Steel Corporation respectively.

The United States Steel Corporation has answered (6268) through its attorneys and disclaims liability on the basis of a contractual provision in its contract with Andrew Nesheim.

I have sent Andrew Nesheim several letters stating (6815) our claim and requesting that he answer. He has not shown us the courtesy of any answer whatsoever.

I trust that there is some procedure by which the citizens of this state can reach a contractor hired by the state and make him account for his liabilities. I will appreciate your cooperation in advising me as to any remedies which are available through the State Highway Department, and I will also appreciate your assistance in getting some response from Mr. Nesheim.

Thank you.

Very truly yours,

Robert L. Allen

ROBERT L. ALLEN

RLA/cd

RECEIVED
FEB 2 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN, MEDFORD
KENNETH N. FRIDLEY, MEMBER, WASCO
DAVID B. SIMPSON, MEMBER, PORTLAND

DEC 13 1966

6815

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 13, 1966

St. Paul Insurance Companies
Portland Service Center
1500 N. E. Irving Street
Portland, Oregon 97232

Attention: Monica L. Hart
Claim Department

Re: Andrew Nesheim
Paint Spray Damage Claims

Gentlemen:

In reply to your letter of November 28, 1966, Mr. Andrew Nesheim, P. O. Box 324, Linwood, Washington, held the painting contract on the Interstate Bridge between Portland and Vancouver. We note that you were apparently advised that his name was Newheim.

With respect to the Astoria-Megler Bridge, Mr. Nesheim did not hold a direct contract with the State. On that project, the prime contractor for the steel superstructure was United States Steel Corporation, a New Jersey corporation, doing business in Oregon at 309 S. W. Sixth Avenue, Portland 4, Oregon. Mr. Nesheim was one painting subcontractor on that project. The other painting subcontractor was Runnels Industries, P. O. Box 1129, Richmond, California.

Also, with respect to the Astoria Bridge, you may or may not be aware that during the latter stages of the project, a center was maintained by the contractor for the cleaning of automobiles sustaining paint spray damage. We understand that this fact was quite widely publicized in the Astoria area.

We are, by copy of this letter, calling the attention of Mr. Nesheim, Runnels Industries and U. S. Steel, respectively, to the existence of your claims for paint spray damages on these two bridges, and requesting that appropriate steps be taken forthwith.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw
cc: Runnels Industries
U. S. Steel Corporation
Andrew Nesheim
Victor Wolfe
General Files
Ivan Merchant
G. E. Rohde

FORM 6-189

RECEIVED
DEC 14 1966
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FOR FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 13, 1966

The Ohio Casualty Insurance Company
P. O. Box 20
Eugene, Oregon

Attention: Charles R. Sargent

Re: Paint Damage Claim
Portland-Vancouver Interstate
Bridge - Contract No. 6818
Andrew Nesheim, Contractor
D/Loss: 8/1/66
Your File No.: ORE D 208596
Your Insured: Charles Tucker

Gentlemen:

Please accept our apologies for the delay in replying to your letter of November 21, 1966.

Regarding your request for forms necessary to recover your loss from any funds which may be owed Mr. Nesheim under our contract, we are not aware of any forms to accomplish that purpose. Indeed, we do not believe that Oregon law affords one in your position a legal right to reach such funds. Cf. ORS 279.502 to 279.544, as to labor and material claims against public contractors and their sureties. You should, of course, consult your own counsel if in doubt, but it appears to us that your remedy, if any, is against Mr. Nesheim directly.

While the State cannot accept responsibility for claims such as yours which arise from the contractor's operations, we regret that you have encountered so much difficulty. The large majority of our contractors are cognizant of their responsibilities regarding such matters, and we will continue efforts to the end that Mr. Nesheim recognize his rightful obligations on this project.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw
cc: Victor Wolfe
General Files
Ivan Merchant
G. E. Rohde
Andrew Nesheim
United Pacific Ins. Co.

RECEIVED
DEC 2 - 1966
FOR FILING

26-4229
6815

December 1, 1966

5157

Mr. James N. Broyles
3306 S. Pacific Highway
Apartment 63
Medford, Oregon 97501

Dear Mr. Broyles:

I have your letter of November 20 repeating your claim of damage to your vehicle while crossing the Portland-Vancouver Bridge over the Columbia River and your current difficulties in obtaining satisfaction from the contractor.

We are forwarding a copy of your November 20 letter to the contractor and to the surety on his contract bond, the United Pacific Insurance Company, American Bank Building, 415 S. W. Tenth, Portland, Oregon.

I can only suggest that you keep after the contractor and his surety for settlement of the claim as the Highway Department has no machinery for settlement of claims of this nature, other than insisting that the contractor live up to the requirements of the contract between him and the State.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED VICTOR D. WOLFF for

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant

CAG:jf ja

3306 So. Pacific Highway, Apt. 63
Medford, Oregon 97501

November 20, 1966

Mr. Tom Edwards,
Assistant State Highway Engineer,
State Highway Department, State of Ore.,
Salem, Ore.. 97310

Dear Sir:

Last August we wrote to the Mayor of Portland concerning paint dripping on our car as we passed over the Columbia Bridge from Vancouver to Portland on July 5, 1966. Our letter was referred by the Mayor to you.

The overhead of the bridge was being painted at that time by a painting contractor working for the State Highway Commission. You referred us to him, stating that he was the painting contractor and would be the one to help us.

We have written three letters to the gentleman and have had no answer whatsoever. We now write once more to you in the hope that you have a better suggestion of how we should proceed to obtain satisfaction regarding the damage to our car. We would like to get this claim consummated before the end of the year.

Thank you for your prompt attention to this matter.

Very truly yours,

James N. Broyles

JNB/jeb

Merchant
R D

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV 23 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
NOV 22 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 22 1966
OREGON
STATE HIGHWAY COMMISSION

6815

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

26-7.27

6815

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV 4 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

November 1, 1966

Mr. Andrew Nesheim
P. O. Box 334
Lynnwood, Washington

Phone number:
PR8-2000

United Pacific Insurance Company
American Bank Building
415 S. W. Tenth
Portland, Oregon

Re: Paint Damage Claims
Columbia River Bridge
at Vancouver
Contract No. 6815

Gentlemen:

For some time, we have been receiving claims concerning paint damage to automobiles resulting from your operations on the subject project. We have referred the parties making these claims to you as prime contractor.

We now receive complaints that you do not reply to the letters written to you by these claimants.

Please refer to Articles 7-24, Restoration of Damaged Property, and 7-25, Responsibility for Damages, wherein responsibility for such claims is entirely the contractor's.

Enclosed is an itemized list of the claims we have received to date which is, no doubt, only a partial listing of all claims. To our knowledge, none of these claims have received a reply from you or your insurance carrier.

7-25

We trust that we will have your assurance of proper disposition of these claims in order that it will not be necessary to exercise the contract provision relative to withholding of payment pending clearance of claims.

Enc.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

NOTED
TOM EDWARDS

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
G. E. Rohde (enc.)
I. D. Merchant
L. W. Rulien (enc.)
J. X. Wilson (enc.)

TWE:mb

Complaints of Paint Damage
Contract 6815

| | |
|---|---|
| Mr. L. W. Elmquist | 347 Tulane Ave., Ventura, California 93003 |
| Mr. Charles E. Bulley | N. 3308 Sipple, Spokane, Washington |
| Mr. James C. Kovrchik | #123-1220 Cardero St., Vancouver 5, B. C. |
| Catherine L. Weir | 320 Suburban Ave., Eugene, Oregon 97402 |
| Mrs. Harold Bradley | Phone: 693-3752 |
| Mrs. Mary Gredvig | 6728 S.E. Ramona St., Portland — 775-5115 |
| Mr. Ira Gross | 9222 N. Windle, Portland |
| Mr. Geo. E. Taylor | Fuzzy Joe's Tr. Pk., Wesport, Washington 98595 |
| Mr. J. J. Barrett | 4110 S.E. Glenwood, Portland |
| Pacific Indemnity Group | 1111 S.E. Pine St., Portland |
| Mr. A. W. Carver | 943 Cambridge Rd., Redwood City, California |
| Mr. John O. Oakes | 1594 N. Delno, Fresno, California |
| Mr. E. O. Doxey, Atty. | 115 S.W. Fourth Ave., Portland 97204 |
| Mrs. Verl Wartenbee | Reno Star Route, Cougar, Washington 98616 |
| Mr. Wesley H. Crowson | WesBob Drapery Service, 1825 N.E. Broadway, Portland, Oregon 97232 |
| Mr. Albert Mullikin | 12450 S.E. Stark, Portland 97233 |
| Mr. William L. McLaren | 1628 S.E. 152nd Avenue, Portland 97233 |
| Mr. Ernest Day | 6405 N.E. 12th Avenue, Vancouver, Washington |
| Mr. Moody H. Davis | 15351 S.E. McLoughlin, Milwaukie |
| Mr. W. M. Roisum | Portland, Phone No. 285-8073 |
| Mr. J. J. Barrett | 4110 S.E. Glenwood, Portland |
| The Ohio Casualty Group (Claims Dep't.) | P. O. Box 20, Eugene, Oregon 97401 |
| Read, Church & Kleweno Attorneys at Law | 401 West 13th St. P.O. Box 114, Vancouver, Wash. 98660 |
| United Pacific Insurance Co. | 728 St. Helens Ave., Box 1216, Tacoma, Wash. 98401 |
| Allstate Insurance Co. | 2829 Watt Ave., Sacramento, California 95821 |
| Mr. Fred H. Merten | 1055 River Loop #2, Eugene |
| Mr. John W. Short, The John W. Short Agency | 349 G. St., Crescent City, California 95531 |
| Wiley-Bayley Inc., Mr. Welles R. Wiley | 3310 Meridian Ave. N., Seattle, Washington 98103 |
| Lawrence J. Cohen, M.D. | 918 Selling Bldg., Portland, Ore. 97205 |
| Mr. Earnest W. Kissling, Rask, Hefferes & Bowerman Attorneys at Law | 410 Oregon Bank Bldg., Portland |

NOV 10 1966

26-4224

6815

15

ROBERT D. WOLFE

10-31

THE
# OHIO CASUALTY INSURANCE COMPANY

OCT 20 66

CLAIM DEPARTMENT
P. O. BOX 20
EUGENE, OREGON
PHONE: DIAMOND 3-2142

RECEIVED
OCT 20 1966
Maeberry

October 19, 1966

re: Our file: ORE D 208596
Insd: Charles Tucker
Loss: 8-1-66

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. Victor D. Wolfe, Administrative Ass't.

Gentlemen:

We wrote to you concerning this matter on August 29, 1966, and in accordance with your suggestion, we wrote on two subsequent occasions to Andrew Nesheim, Painting Contractor.

To date we have received no reply from Mr. Nesheim, and it would appear that he does not intend to acknowledge our correspondence.

In view of this, we should like to present a claim to the Bonding authority responsible for the Nesheim Contract.

We should appreciate your advising us as to the identity of the Bonding Company and also to hold up any monies due Mr. Nesheim until such time as this claim is satisfied.

Thank you for your attention to this matter.

Yours very truly,

Charles R. Sargent
Claims Adjuster

RECEIVED
OCT 21 1966
OREGON
STATE HIGHWAY COMMISSION

FORM E-1223 SDH 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
OCT 7 1966
FOR FILING

6815

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 4, 1966

Read, Church and Klevenc
Attorneys at Law
401 West 13th Street
P.O. Box 114
Vancouver, Washington 98660

Re: Paint Damage
Portland-Vancouver
Interstate Bridge
State Highway
Contract No. 6815
Andrew Boshein, Contractor

Attention: Mr. William Dunn

Dear Mr. Dunn:

Reference is made to your letter of September 20, 1966, addressed to the Washington State Highway Commission, in which you state that you represent the subroges of several claims against the above named contractor arising out of paint damage to vehicles while crossing the Portland-Vancouver Bridge.

The letter has been forwarded to this office for reply inasmuch as the bridge is a jointly owned structure by the states of Oregon and Washington and the maintenance painting is being done under contract let by the Oregon State Department.

We note your inability to obtain any cooperation from the contractor with respect to these claims or to notify you of his insurance carrier. The contract contains no provision requiring the contractor to provide insurance coverage and are therefore unable to advise you as to whether there is an insurance carrier and, if so, the name thereof.

The contract, however, does provide the usual indemnification clause on account of any damages to private persons which may result from the work. It is also provided in the contract

that the contractor provided a surety for the faithful performance of all provisions in the contract and the surety company which is on the bond is the United Pacific Insurance Company, Fidelity and Surety Department, whose address is P.O. Box 1216, Tacoma 1, Washington.

If you cannot obtain satisfaction from the contractor you will no doubt be able to accomplish the same through the surety company.

Very truly yours,

G. E. ROHDE
Chief Counsel

GERihg
cc - United Pacific Insurance Co.
Andrew Bashein
Ivan Merchant
General Files

RECEIVED
OCT 3 - 1966
FOR FILING

# THE OHIO CASUALTY INSURANCE COMPANY

CLAIM DEPARTMENT
P. O. BOX 20
EUGENE, OREGON
PHONE: DIAMOND 3-2142

September 28, 1966

re: Our file: ORE D 208596
Insd: Charles Tucker
Loss: 8-1-66

Andrew Nesheim
PO Box 324
Linwood, Washington

Dear Sir:

We wrote to you on Septmber 5, 1966 concerning the captioned matter and have received no response from you.

Would you be good enough to give us the courtesy of a reply?

It is our full intention to pursue this matter as far as necessary to recover our loss.

Yours very truly,

Charles R. Sargent
Adjuster

cc: Forrest Cooper
Oregon State Highway Engineer
State Highway Department

Copy to Interested 9-30-66

RECEIVED
SEP 29 1966
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS
RECEIVED
SEP 29 1966
STATE HIGHWAY COMMISSION

KEMPER INSURANCE
CHICAGO

AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
LUMBERMENS MUTUAL CASUALTY COMPANY
FIDELITY LIFE ASSOCIATION - A Mutual Legal Reserve Company
FEDERAL MUTUAL INSURANCE COMPANY

522 S.W. 5TH AVENUE • PORTLAND 4, OREGON • CAPITOL 7-0627

September 28, 1966

State of Oregon
State Highway Department
Salem, Oregon

Re: 87-AM-3130N
INSURED: JOHN W. BECKER
ACCIDENT: 8-1-66

Gentlemen:

I assume I have reached the right department regarding this situation.

Briefly, our insured, John W.Becker while operating his 1964 Pontiac, California license NHA 158, on the Interstate Bridge between Portland, Oregon and Vancouver, Washington, on August 1, 1966 at approximately 12:50 p.m. received damages to his vehicle, specifically paint splattered all over.

Repairs necessitated by these paint splatters are reflected by the Proof of Loss and repair estimate enclosed.

We would appreciate your early comments on this matter. If we have reached the wrong parties, would you contact us and kindly direct us to the parties responsible for the painting and maintenance of said bridge.

Very truly yours,

AMERICAN MOTORISTS INSURANCE COMPANY

W.V. Cote

W.V. Cote,
Claim Department

1-154-6

## SETTLEMENT AND SUBROGATION AGREEMENT

To AMERICAN MOTORISTS INS. CO. of CHICAGO, ILL.
(the Insurer)

The Undersigned hereby declares:

That the Insurer issued to JOHN W. BECKER (hereinafter called the Insured),

its policy, number 114 24 020, insuring against loss by Comp., as specifically provided in said policy, the following described automobile and equipment,

| KIND | Year | Trade Name | Style of Body | Model | NUMBERS | | No. Cyl. | Cost | DATE PURCHASED | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Motor | Serial | | | New or Used | Mo. Day Year |
| Automobile | 1964 | Pont. | | | 10120 | | | | | |
| Trailer | | | | | | | | | | |

That a loss by Comp. occurred on the 1st day of Aug. 1966 at about

For your protection California law requires the following to appear on this form.

556. It is unlawful to:

(a) Present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.

(b) Prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any such claim.

Every person who violates any provision of this section is punishable by imprisonment in the State prison not exceeding three years, or by fine not exceeding one thousand dollars, or by both.

extent of which loss are truly and accurately described in the verse side of this Agreement;

title, interest, lien, or encumbrance in or upon the insured

.....;

t, or fraud of the Insured, nor of any agent of the Insured; lone; that there is no other insurance in force as to this loss.

of this Proof of Claim by the Insured, or the preparing of Proof is not a waiver of any rights of said Insurer.

oresaid Policy, actual loss and damage sustained, and the amount

| Actual Cash Value | Actual Damage | Amount Deductible | Amount Claimed |
|---|---|---|---|
| $..... | $150.00* | $nil | $150.00* |

NOW, THEREFORE, in consideration of the matters related herein, it is agreed as follows:

1. The Insured does hereby release and discharge the Insurer of and from any and all claims and demands under the said policy resulting from the occurrence of the loss above described;

(Strike Out A or B)

2. A. The Insured hereby acknowledges the receipt of the sum of ONE HUNDRED FIFTY AND NO (X) Dollars, ($150.00*), in full satisfaction and compromise settlement of the said loss;

B. The Insured hereby acknowledges repair or replacement of the loss and damage to the Insured's entire satisfaction and agrees that the payment of the sum of X X X X Dollars, ($XXXXXX), by the Insurer to XXX XXX XXXX, the person or firm making the repair or replacement, shall constitute a full performance of the obligation of the Insurer under its said policy;

3. The Insured hereby assigns, transfers, and sets over to the Insurer any and all claims or causes of action of whatsoever kind and nature which the Insured now has, or may hereafter have, to recover against any person or persons as the result of said occurrence and loss above described, to the extent of the payment above made; the Insured agrees that the Insurer may enforce the same in such manner as shall be necessary or appropriate for the use and benefit of the Insurer, either in its own name or in the name of the Insured; that the Insured will furnish such papers, information, or evidence as shall be within the Insured's possession or control for the purpose of enforcing such claim, demand, or cause of action; and

4. The Insured covenants that no release or settlement of any such claim, demand, or cause of action has been made.

**I (we) affirm that the statements herein made are true.**

WITNESS hand at ..... } John W. Becker } Insured.

this ..... day of ....., 19.....

State of California } ss. Sept 21, 19 66

County of Sacramento }

Personally appeared John W. Becker Signer of the foregoing statement who made solemn oath to the truth of the same, and that no material fact is withheld of which the said Insurer should be advised. Subscribed and sworn to before me, the day and date above written.

My commission expires ....., 19..... Helen J. Roberts (Seal)
NOTARY PUBLIC
Notary Public.

EA 2345 4-64 75M
Printed in U. S. A.

XERO COPY

# BERTOLUCCI'S BODY & FENDER SHOP, INC.

1749 - 34th STREET · 452-4366 · SACRAMENTO, CALIF.

OWNER: Tina Bertolucci ADDRESS 2459 Center Parkway

Insurance: _____ Policy # _____ Claim # _____ Phone 425-3734

Body # _____ Mileage _____ Deduct: _____

YEAR 64 MAKE Pontiac 4 Door Wagon LICENSE VRT 158 DATE 8-24-16

| LEFT | SUB | PARTS | LABOR |
|---|---|---|---|
| Fender, Ft. | | | |
| Skirt, Baffle | | | |
| Fender Mldg. | | | |
| | | | |
| | | | |
| Headlamp | | | |
| | | | |
| | | | |
| Park Light, Lens, Door | | | |
| | | | |
| Door, Front | | | |
| Door Panel | | | |
| Door Mldg. | | | |
| | | | |
| | | | |
| Center Post | | | |
| Door, Rear | | | |
| Door Panel | | | |
| Door Mldg. | | | |
| | | | |
| | | | |
| Rocker Panel Inner Outer | | | |
| Rocker Mldg. | | | |
| | | | |
| | | | |
| Quar. Panel | | | |
| Quar. Mldg. | | | |
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| Tail Light, Door, Lens | | | |
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| | | | |
| Seat Tracks | | | |
| Frame | | | |
| Tire % Worn | | | |

| FRONT | SUB | PARTS | LABOR |
|---|---|---|---|
| Bumper | | | |
| | | | |
| | | | |
| Bumper Brkt. | | | |
| | | | |
| | | | |
| Grill | | | |
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| | | | |
| Front Deflector | | | |
| Hood Top | | | |
| Hood Mldg. | | | |
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| | | | |
| Rad. Core | | | |
| Rad. Sup. | | | |
| | | | |
| Fan Blade | | | |
| Water Pump | | | |
| Windshield | | | |
| Windshield Mldg. | | | |
| | | | |
| Top | | | |
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| | | | |
| REAR | | | |
| Trunk Lid | | | |
| | | | |
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| Lower Panel | | | |
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| Bumper | | | |
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| Bumper Brkt. | | | |
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| Suspension | | | |
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| RIGHT | SUB | PARTS | LABOR |
|---|---|---|---|
| Fender, Frt. | | | |
| Skirt & Baffle | | | |
| Fender Mldg. | | | |
| | | | |
| | | | |
| Headlamp | | | |
| | | | |
| | | | |
| Park Light, Lens, Door | | | |
| | | | |
| Door, Front | | | |
| Door Panel | | | |
| Door Mldg. | | | |
| Rub out dents, prep and Hardner | | | |
| Center Post | | | |
| Door, Rear | | | 2.5 |
| Door Panel | | | |
| Door Mldg. | | | |
| | | | |
| | | | |
| Rocker Panel Inner Outer | | | |
| Rocker Mldg. | | | |
| | | | |
| | | | |
| Quar. Panel | | | |
| Quar. Mldg. | | | |
| Paint fenders Hood Blend adjacent panels LF Fender Tail Light, Door, Lens Complete Top. | | | |
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6615

#6264

Mr. Fred E. Morton
1056 River Loop #2
Eugene, Oregon
September 10, 1966

Honorable Mark O. Hatfield
Governor State of Oregon
State Capital
Salem, Oregon

Dear Governor:

Automobile paint and the new Astoria bridge are the subjects of this letter. By now, I imagine you are quite well aware of the difficulties involved.

It seems expensive and discouraging to pay $1.50 toll, plus a share of taxes as a resident of Oregon, and then end up faced with an additional expense of spray paint removal and a wax job on one's car.

On the 31st of August we crossed the new Astoria bridge single file and there was no warning or note of caution. Is the toll on the bridge so very crucial as to open it early, before the construction including the paint, is actually completed?

Since I do not carry comprehensive insurance on my car it is necessary that I collect my own claim. Through various calls to the State Highway Department in Salem I finally was advised to contact Mr. Holmstrom of the American Bridge Co., Portland office. He suggested I forward my claim to the Reynolds Industries, the sub-contractor in Richmond, California, this was done.

The following week, August 30th while crossing the Portland-Vancouver toll bridge we again had our car covered with paint. Since these were large drops and noticed in time, we were able to stop at a service station and remove them along with the new polish job from the previous week.

We have recently read in the Oregonian that the insurance men have had no success in efforts to have painting contractors on the Astoria Bridge assume responsibility. We would like to know just who is responsible? We feel that since the State, in both cases, is charging a toll and gives the motorist no advance warning, that they have a definite responsibility in this situation. We further feel that the State Highway department should require the paint contractors to provide better protection. We can control space shots to the moon but we cannot control paint drops on the Portland Vancouver toll bridge.

I am sending a copy of this letter to the State Highway department requesting they furnish me with the necessary information so that we may complete and forward a claim on the paint damage while crossing the Portland-Vancouver toll bridge also.

We would appreciate any suggestions you or the Highway department have to facilitate our collecting these two damage claims.

Sincerely,

Fred E. Morton
cc State Highway department

SEP 12

RECEIVED
SEP 27 1966

21-11337
6815

3252 West 18th Avenue
Eugene, Oregon 97402
September 23, 1966

Mr. Andrew [illegible]
P. O. Box 334
Lynwood, Washington 98036

Dear Mr. [illegible]:

The State Highway Department has given me your name as the contractor for painting the Interstate Bridge at Portland.

Please have your insurance company send necessary form for a claim concerning removal of green paint from my car. This occurred in August when we were travelling north from [illegible].

Thank you.

Sincerely yours,

Virginia Garver

(Mrs.) Virginia Garver

cc:

State of Oregon
State Highway Department
Salem, Oregon

NOTED
FLOYD QUERY

RECEIVED
SEP 27 1966
OREGON
STATE HIGHWAY COMMISSION

OREGON MUTUAL INSURANCE COMPANY · McMINNVILLE, OREGON

SINCE 1894

September 22, 1966

Oregon State Highway Department,
Salem,
Oregon 97310

Re: Policy No: 36 AF 124429/77877
Insured: J.D. Lough
D/L 7 21 66

Gentlemen:

We have paid a claim to our above Insured in the amount of $29.95 for repair of a paint overspray on his 1962 Chevrolet. This loss occurred July 21 or 22 while driving over the Interstate bridge.

We presume the bridge painting was being done as a maintenance operation under your direction either by your own State crews or by a contractor. We are interested in recovering under our subrogation rights and will appreciate having the name and address of the contracting firm responsible. In the event the painting was being done by your own crew, we would appreciate your referring this letter together with the enclosed copy of the repair bill to your Insurance Carrier.

Very truly yours,

Annabel Sauter
(Mrs.) Annabel Sauter,
Subrogation Department

AS/ac

enc:

Stan, give them name of one contractor's address
96

RECEIVED
SEP 2 3 1966
OREGON
STATE HIGHWAY COMMISSION

1829

| NUMBER | DESCRIPTION | PRICE |
|---|---|---|
| PARTS | | |
| | | |
| | | |
|

WESTERN PACIFIC
INSURANCE COMPANY
BRANCH OFFICE:
7120 WOODLAWN AVENUE N.E.
LAkeview 5-4000
SEATTLE, WASHINGTON 98115

GROVER W. FLETCHER
ASSISTANT VICE PRESIDENT

September 21, 1966

Trucker Deputy Superintendent
c/o Oregon State Police
Salem, Oregon

Re: Our Insured: James Oliver
Our Policy No.: CF 36196
Date of Loss: 8/5/66
Location: Interstate Bridge

Gentlemen:

On or about August 5, 1966, at approximately 4:00 to 4:30 p.m., our insured was crossing the Interstate Bridge between Vancouver, Washington, and Portland, Oregon. Apparently at that time the bridge was being painted and, as a result, the insured suffered paint spray damage to his vehicle.

We are advised that you would be able to tell us who the contractor was that had the contract to paint the bridge.

Any information you may be able to give us will be greatly appreciated.

Very truly yours,

Jack W. Fouts

JWF/cec

Jack W. Fouts
Claim Department

SEP 23 1966

26-4227
6715

September 21, 1966

Mr. John W. Short
The John W. Short Agency
349 G Street
Crescent City, California 95531

Dear Mr. Short:

We have your letter of September 17 concerning paint damage to the automobile of one of your clients on the Interstate Bridge.

The painting contract on the Interstate Bridge is held by Andrew Neshein, P. O. Box 324, Linwood, Washington. Under the terms of his contract, Mr. Neshein is completely responsible for any damage which may occur as a result of his operation.

We are forwarding your letter to Mr. Neshein.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

cc Mr. Andrew Neshein
bc Forrest Cooper
R. L. Porter
Ivan Merchant
A. E. Johnson

☐ IMMEDIATE REPLY PLEASE ☐ NOTE ENCLOSURES

☐ REPLY NO LATER THAN _____

REFERRED TO
admin.
BY SECRETARY


**The JOHN W. SHORT Agency**
Complete Insurance Service
349 G STREET CRESCENT CITY, CALIFORNIA 95531


SEP 19 66

TO State of Oregon
Division of Hiways
Salem Oregon

SUBJECT _____

DATE 9/19/66

Gentlemen: Would you advise, if you know, The name of the contractor painting the Interstate Bridge on 6th 5-4-66? The reason I am inquiring is that one of our insured was crossing the bridge that date and his car was badly spattered with paint and it penetrated into the paint on car requiring the entire car be repainted. We hope we can recover the cost of this painting from responsible party.

Very truly yours, Gustafson

SENT BY

DATE

RECEIVED
SEP 19 1966
OREGON
STATE HIGHWAY COMMISSION

OFFICE OF
STATE HIGHWAY ENGINEER

ANSWERED BY _____

Send white and pink copies with carbon intact. Pink copy is returned with reply.


Form SPK 1 Business Envelope Mfg. Inc.
Pearl River, New York

RECEIVED
SEP 20 1966
FOR FILING
26- 4229
6415

# SCHERING CORPORATION

BLOOMFIELD NEW JERSEY

Mr. Porter
SEP 19 66

Please reply to: 1011 Morris Avenue
Union, New Jersey
Telephone: (Area Code 201) Flanders 1-2700
Cables: Schering, Union, New Jersey

September 13, 1966

OTED
PORTER

Mr. Andrew Nesheim
P.O. Box 334
Lynwood, Wash.

Dear Sir:

We have been advised by our representative, Mr. A. W. Carver, that our company car, a 1965 Chevrolet Impala hardtop was damaged by green paint while crossing the bridge between Portland, Oregon and Vancouver, Washington on July 8, 1966 at 4 o'clock in the afternoon.

We have been informed by the State of Oregon that you hold a contract to paint this bridge, therefore please write this office or forward this letter to your insurance carrier in order that our damage claim may receive immediate attention.

Very truly yours,

W. G. Wester

Walter A. Wester
Assistant Fleet Manager

WAW:gb

Copy to: Director
Department of Roads and Bridges
Capitol Building
Salem, Oregon

RECEIVED
SEP 19 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 19 1966
OREGON
STATE HIGHWAY COMMISSION

*Stanley Bishoprick*
*2000 S. W. Fifth Avenue*
*Portland, Oregon 97201*
**September 8, 1966**

**Mr. Andrew Nesheim**
**Box 334**
**Lynwood, Washington**

**Dear Mr. Nesheim:**

**The last time I cleaned my cars I noticed that they were spattered with green paint. As the cars are both white colored, late model Cadillacs the green paint shows up. My car crosses the Interstate Highway "205" bridge as least twice a day, and my wife crosses several times per week.**

**I notice that in your painting the above mentioned bridge, that there is no protection whatever to vehicles using the bridge, and a glance at the pavement anywhere on the bridge indicates that a great deal of paint drips from the superstructure.**

**I have tried to remove the paint without any success as the paint has set and dried. Anything that will remove the paint, I am afraid, will remove the car's paint as well.**

**Based on past experience, I feel that the cars will both accumulate more bridge green before your job has been completed, but at that time I will expect a satisfactory job of the removal of the green paint. This, I know, will at least require a polish job, if not a complete repaint job. I would appreciate very much your acknowledgement of this letter and a confirmation of the work for your account.**

**Yours very truly,**

**Stanley Bishoprick**

RECEIVED
SEP - 9 1966
OFFICE OF
STATE HIGHWAY ENGINEER

**cc: Oregon State Highway Dept.**
**Attention: Mr. Forest Cooper**
**Washington State Highway Dept.**

RECEIVED
SEP - 9 1966
OREGON
STATE HIGHWAY COMMISSION

4019

AUG 29 66

REFERRED TO
admin
BY SECRETARY

William B. O'Donnell
1920 South Downing St.
Seaside, Oregon 97138
August 27, 1966

Wallis

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

After crossing the Interstate Bridge between Portland and Vancouver I discovered some light green splatter marks of paint on my car. This occurred about 10 a.m. on Sunday August 21, 1966.

What procedures must I take in order to have this paint removed and receive just compensation? Thank you.

Very truly yours,
William B. O'Donnell

RECEIVED
AUG 29 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 29 1966
OREGON
STATE HIGHWAY COMMISSION

ORTHOPEDIC SURGERY

PHONE CAPITOL 6-6387

Lawrence J. Cohen, M. D.
PHYSICIAN AND SURGEON
918 SELLING BUILDING
PORTLAND, OREGON 97205

REFERRED TO
admin
BY SECRETARY

AUG 25 66

August 24, 1966

Oregon State
Highway Department Building
Salem, Oregon 97310

Dear Sir:

On the 18th of August when I crossed the Interstate Bridge, my car became spotted with green specks of paint from the bridge painting. On my way back from Vancouver to Portland, I reported this to the attendant at the bridge and he advised me to write your department in order to have my car cleaned of this paint.

Would you kindly inform me where I can take my car to have these green spots of paint removed?

Sincerely yours,

Lawrence J. Cohen

Lawrence J. Cohen, M. D.

LJC/lc

RECEIVED
AUG 25 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 2[illegible] 1966
OREGON
STATE HIGHWAY COMMISSION

THE ST. PAUL
INSURANCE COMPANIES

*Serving you around the world.. around the clock*

PORTLAND OFFICE
2009 LLOYD CENTER
PORTLAND 12, OREGON
ATlantic 7-1271

9-24-66

State of Oregon
Department of Highway
Salem, Oregon

Re: Insured: E. R. Boyles
Date of Loss: 5/27/66
Claim No.: 36A 1447143
Claimant:Andrew Nisheim

Gentlemen:

This office has several spray paint losses involving a Andrew Nisheim Contractors and we mail letters to them but they come back unclaimed.

Would you please advise if you can give us an address for Mr. Andrew Nisheim Contractors who is painting the Interstate Bridge so we can proceed against him.

Your cooperation in this matter will be greatly appreciated.

Very truly yours,
Mildred C Nelson
MildredC. Nelson
Claims Department

August 23, 1966

RECEIVED
AUG 2 1 1966
OREGON
STATE HIGHWAY COMMISSION

August 23, 1966

The Portland Chamber of Commerce
Portland, Oregon

Gentlemen:

I am addressing this letter to you in the hope that you will pass it on to the proper parties. Not being a resident of Oregon, I am in doubt as to whom this letter should be sent.

We were passing over the Columbia River Bridge during the rush hour on Friday, August 5th., from Portland, Oregon, into Washington, headed for Seattle. The left lane was closed and we were surprised to find that the bridge was in the process of being painted. My car, which was white when entering the bridge in Oregon, was green upon leaving it on the Washington side. I cannot understand why painting was in process during the peak rush hours, surely some other time would be more appropriate.

I can understand that the bridge is very heavily travelled and quite busy at all times, but it would seem to me that the early morning hours or maybe late evening would be a better time in which to do the overhead painting, surely not when people are using it during what was obviously homebound, rush hour traffic.

We stopped by the side of the freeway in Washington to wipe off the green bridge paint. The stain ate its way through the enamel on my car. Fortunately, my insurance was able to take care of the matter.

I feel that this should be brought to someones attention, though I assume others have complained about this same situation.

I am given to understand that the bridge is jointly owned by Oregon and Washington and therefore I am not certain as to whom my complaint should be addressed.

I might add that despite the above incident, we did enjoy our stay in Oregon. It is a very lovely state.

Sincerely,

Marion Evans

(Miss) Marion Evans
124 Del Casa
Mill Valley, California

RECEIVED
AUG 19 1966
FOR FILING

64-4224

6815

August 18, 1966

Mr. Wesley H. Growcox
Weshob Drapery Service
1825 N. E. Broadway
Portland, Oregon 97232

Dear Mr. Growcox:

This is in response to your August 10 letter concerning vehicular damage caused by painting on the Interstate and Burnside Bridges in Portland.

The Interstate Bridge job is a State Highway contract which provides that the contractor, Andrew Haxheim, is liable for any damage to vehicles that may be caused by his work. Mr. Haxheim's address is Post Office Box 334, Lynnwood, Washington 98036. It is our understanding that he has been very cooperative in making any adjustments that may be his responsibility.

The Burnside Bridge job is not under direction or control of the State Highway Commission. This work probably is being administered by Multnomah County and I suggest that you contact the County Roadmaster at 2115 S. E. Morrison Street in Portland.

Maint Br Burnside

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Victor D. Wolfe
Mr. I. D. Merchant
Mr. A. E. Johnson
TE:bg/RLP:ms

RESIDENTIAL
DRAPERY HARDWARE

INSTALLATIONS

COMMERCIAL
CUSTOM DRAPES

Wes Bob
DRAPERY SERVICE
1825 N. E. BROADWAY OFFICE 287-7356
PORTLAND, OREGON 97232

3946

AUG 12 66

August 10, 1966

EDWARDS
DRAFT PLEASE

Chairman;
Oregon State Highway Department
Salem, Oregon

Dear Sir:

This letter is both and inquiry looking for some information and a complaint.

I would like to know who the contractor is for the painting job being done on the Interstate Bridge between Portland and Vancouver, also how far does his liability extend as to damage done to vehicles using the bridge and getting paint sprayed on them. Also who assumes liability if he don't.

The complaint is this; Why does our Highway Department let these contractors, and I am reffering to the one doing the Interstate Bridge and the one doing the Burnside Bridge in Portland, get by without providing some protection for the motorist using the bridges. I feel the protection could be afforded in several ways,; one would be by posting signs of warning so another route could be used, another would be by using a drop cloth suspended across the roadway.

If you have been in the vicinity of these two bridges recently I am sure that you would agree. They have allowed their paint to settle to the roadway, so much so, that it looks as if they are trying to paint everything in sight, and I am sure that this leaves a bad impression with any tourists or other visitors to this area. How would you propose getting back the tourists trade that is lost by this sloppy way of completeing a job that should bring beauty to the area?

Yours truly,

Wesley H. Crowson

RECEIVED
AUG 12 1966

# THE OHIO CASUALTY GROUP

CLAIM DEPARTMENT

P. O. BOX 20

EUGENE, OREGON 97401

PHONE: DIAMOND 3-2142


AUG 22 66

August 17, 1966

REFERRED TO
Admin
BY SECRETARY

re: Pol. FA6584906
Charles Tucker
8-1-66

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We are the insurance carrier for Charles Tucker, Rte. 1 Box 197, Lyons, Oregon, whose 1960 Chevrolet 2 door sedan was splattered with paint while northbound across the bridge on Interstate 5, crossing between Portland and Vancouver., on August 1, 1966.

Damage to the car amounted to $66.00 and this company has subrogation rights.

It would be appreciated if you would advise us as to the identity of the painting contractor who was doing the work on the bridge on that date.

Thank you for your cooperation.

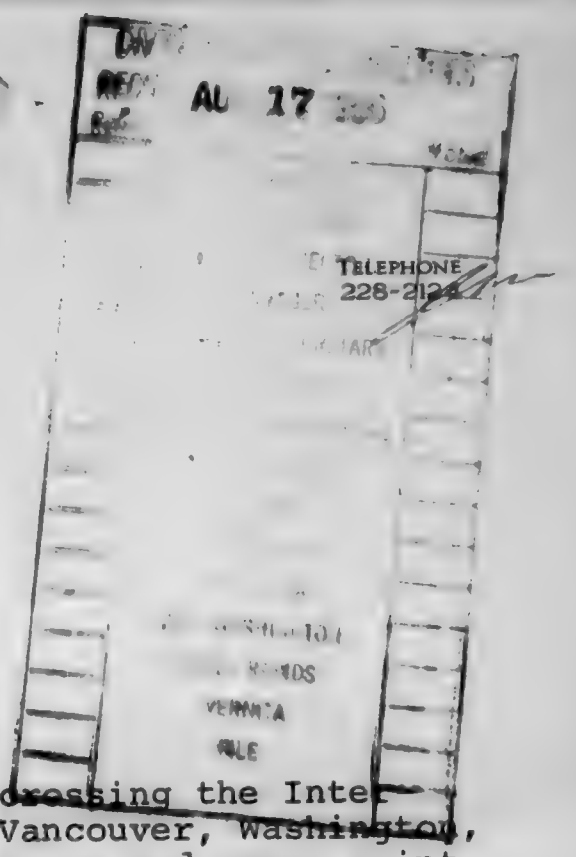
Yours very truly,

Charles R. Sargent
Claims Adjuster

RECEIVED
AUG 18 1966
OREGON
STATE HIGHWAY COMMISSION

RASK, HEFFERIN & BOWERMAN
ATTORNEYS AT LAW
410 OREGON BANK BUILDING
PORTLAND, OREGON
97204

RAYMOND M. RASK
VICTOR C. HEFFERIN
DONALD B. BOWERMAN
ERNEST W. KISSLING




August 16, 1966

Washington State Toll Bridge Authority
Olympia, Washington

Gentlemen:

On or about July 12, 1966, while crossing the Interstate Bridge between Portland, Oregon and Vancouver, Washington, my 1963 Buick Riviera was spattered with orange and green paint. The bridge at that time and is presently being painted by the Andrew Nesheim Painting Contractors. The painters made no attempt to divert traffic, warn of dripping paint, or otherwise shield cars from the painting. The damage to my car is entirely a result of their negligence.

I am advised that the Interstate Bridge is under the Washington State Toll Bridge Authority's control. If you have insurance coverage for such damage, I would suggest that you immediately turn this letter over to your insurance carrier. If, however, it is your agreement that Andrew Nesheim Painting Contractors should be responsible, would you immediately notify me of their business address so that I may contact them regarding settlement of my claim. Their sign by the bridge merely advises that their address is Box 324, Linwood, offering no further information as to their location.

I am advised that the removal of this paint will require a type of spray and wax treatment, costing $30 and that removal of some of the larger spots will require sanding down and repainting costing an additional $20 for a total of $50 to restore my car to its original condition.

May I hear from you within the next ten days regarding the settlement of this matter.

Very truly yours,

RASK, HEFFERIN & BOWERMAN

Ernest W. Kissling

Ernest W. Kissling

EWK:bg

3860

JUL 29 66

901 Vance Building
Seattle, Washington 98101
July 29, 1966

Edw

Mr. Forrest Cooper
State Highway Department
Salem, Oregon

Dear Mr. Cooper:

On July 28, the bridge connecting Portland to Vancouver was being painted green and unfortunately my white automobile was also painted.

Would appreciate your advising what procedure must be followed in order to get my automobile back to its original paint condition.

Please let me hear from you at your earliest convenience.

Sincerely,

Bruno R. Michetti

BRM:ll

NOTED
TOM EDWARDS

w/some Ltr
as other compliments

RECEIVED
AUG 1 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 1 1966

CNA

CONTINENTAL NATIONAL AMERICAN GROUP

CASUALTY, FIRE AND SURETY CLAIM BRANCH OFFICE
2322 LLOYD CENTER
PORTLAND, OREGON 97232
AREA CODE 503 • 288-5681

July 27, 1966

Oregon State Highway Dept.
Salem, Oregon

Re: 48-702080
Esther V. Gove
6/27/66

Gentlemen:

Would you kindly advise this office of the name and address for the contractor conducting the painting operation on the Interstate Bridge between Portland and Vancouver on or about June 27, 1966. We have a claim presented for paint splattered over the above captioned's 1962 Ponitac Tempest.

Thank you for your cooperation.

Very truly yours,

Dan L. Flood, Manager
Portland Casualty Claim Dept.

DLF:er

RECEIVED
JUL 28 1966
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

July 18, 1966

3797

JUL 20 66

Dear Sirs;

Today when my family returned from a trip to Portland via the Interstate Bridge they were spattered with globs of paint. They did not notice the paint at the time; not until they got home and stood up outside the car. It is highly likely they were splattered on the Interstate Bridge which was being painted when they came North over it around 05:00 PM (they weren't certain of the exact time of crossing). The color of spots on the car were green. It was fortunate they got home before dark so we could see it. We took solvent and removed most of it, as it wasn't completely dried yet. One spot seemed to have gone into the paint (white car). There were over 60 spots on the hood, car top & trunk.

Wolfe
Edw

I am reporting this as
1. The traffic was very heavy at the time so some other cars probably got it too.
2. There was too much paint & too heavily globbed to appear to be an accident.

Will so much paint I ~~only~~ have a feeling some "practical joker" gave way to a sudden ~~mis~~ impulse.

To be honest I don't know if the spots removed will cause a permanent discoloration. ~~It~~ I am most concerned that some crackpot or careless painter doesn't continue this on other cars.

Yours truly

Dennyth. Noonan
P.O. Box 354
Cathlamet, Wash
Phone
Area Code 206
795-3245

P. S.

The driver of the car was Joanne Burke our daughter. My wife Alice Noonan was riding in the car along with Joanne's two small children.

RECEIVED
JUL 20 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 20 1966
OREGON
STATE HIGHWAY COMMISSION

Route 1 Box 154
Olympia, Washington
July 19, 1966

State of Oregon
Department of Highways
Salem, Oregon

Gentlemen:

On June 25, 1966 we crossed the Columbia River on the Interstate Bridge at Vancouver, and sustained paint damage to our car.

Please inform us the name of the contractor doing this work and the name of his surety, since we understand he has such coverage.

Please instruct us how to proceed with this matter.

Sincerely,

Mrs. W. E. Kaer

W. E. Kaer

RECEIVED
JUL 20 1966
OREGON
STATE HIGHWAY COMMISSION

943 Cambridge Road
Redwood City, Caoifornia
July 10, 1966

State Division of Highways
State of Oregon
Salem, Oregon

Gentlemen:

At approximately 4:00 p.m. on Friday, July 8, I crossed the bridge between Vancouver, Washington and Portland, Oregon. Upon stopping for gas some 20 miles south, I found my car spotted with green paint. The area damaged is the hood, windshield and top.

I am sure you carry liability insurance for accidents of this type, and would like further information as to what I should do in order to be reimbursed for the removal of this paint.

Sincerely,

A. W. Carver

A. W. Carver

RECEIVED
JUL 14 1966
OREGON
STATE HIGHWAY COMMISSION

MAYOR
EXEC. ASST. II
EXEC. ASST. I
COMM. ASST.
ADM. SEC.

Medford, Oregon
July 8, 1966

RECEIVED
JUL 11 1966
MAYOR'S OFFICE

Mayor, City of Portland
County-City Building
Portland, Oregon

Dear Sir:

On the afternoon of July 5, at approximately 4:30 p.m., we crossed the bridge from Vancouver to Portland. We were just about across, when we noticed a man with a can of green paint teetering on top of the bridge. As we stopped to pay the toll, we noted the windshield and front hood were all spotted with green paint. Later, on stopping, we found it all over the car.

We hereby claim reimbursement for the cost of a paint job for our car. The car was originally white and is now green polkadot.

Please let us hear from you as soon as possible regarding your intention in this matter.

Sincerely

James N. Broyles
Mr. James N. Broyles

3306 South Pacific Highway, #63
Medford, Oregon 97501

Retain Ehlald Week

RECEIVED
JUL 14 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 30 1966
FOR FILING

26-4229

6815

June 30, 1966

Mr. W. J. Howells
President, Security Bank
P. O. Box 385
Lynnwood, Washington

Dear Mr. Howells:

Thank you for your letter of June 28 concerning the release of the assignment that you had requested from Andrew Nesheim on Contract No. 6815 for painting the Columbia River Bridges at Portland.

We will file the assignment request and payments on the contract will be released to Mr. Nesheim in the ordinary manner.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

cc: C. H. Maison

Security Bank
P.O. BOX 585 LYNNWOOD, WASHINGTON

June 28, 1966

Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Re: Contract #6815, Andrew Nesheim
Columbia River bridges at Vancouver

Dear Mr. Query:

Reference is made to our letter of June 13, 1966, together with your response, wherein you point out that we failed to get the consent of surety, so that payment of funds could be forwarded to the bank.

It looks like the United Pacific Company felt that the technicality of "consent" is not within their company regulations. Therefore, by means of this letter we officially release our assignment of record, and ask that you promptly forward whatever funds are due Mr. Nesheim directly to him at his address.

It is our understanding that there is currently the sum of $25,000.00 odd, due Mr. Nesheim, so we recommend that you mail the check, payable to Mr. Nesheim, to Box 334, Lynnwood, Washington. A similar procedure should be followed on any future disbursements covering the above contract.

Sincerely,

W. J. Howells
President

WJH/jl

RECEIVED
JUN 2 8 1966
OREGON
STATE HIGHWAY COMMISSION

Form A-304—1M—6-00

STATE OF OREGON—HIGHWAY DEPARTMENT

# ASSIGNMENT OF CLAIM

*FOR THE CONSIDERATION OF* a line of credit of fifty thousand dollars ($50,000.00) Dollars, ~~to~~ paid, and to be paid hereby sell, assign and transfer the within claim for All money due or to become due in connection with contract ~~#XXXXXXX~~ #6815, relating to Columbia River bridges at Vancouver (Please remit direct to Security Bank, P. O. Box 585, Lynnwood, Wash.)

to Security Bank, Lynnwood, Washington and authorize and empower said Security Bank, Lynnwood, Washington to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 10th day of June, 19 66

Executed in the presence of us as witnesses:

Pendleton Woolen Mills

State Printing 20650

RECEIVED
JUL 6 1966
FOR FILING

UNITED PACIFIC INSURANCE GROUP
SEATTLE BRANCH: TERMINAL BOX 3044 • SEATTLE, WASHINGTON 98114

26-4329
6815

June 29, 1966

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query

Re: Contract No. 6815, Andrew Nesheim, Lynnwood, Washington, Contractor

Dear Mr. Query:

This will acknowledge your telephone call on June 28th, 1966, in connection with your request for a Consent Of Surety in connection with a proposed assignment of contract funds to a bank. Following our conversation, I learned that the need for such an assignment no longer existed and, therefore, the problem of a Consent Of Surety became an academic one.

Should the need ever arise in the future for a similar Consent, we would appreciate an opportunity to compose an acknowledgment of the assignment that would fill your requirements. Thank you for your interest in this problem and for your call.

Very truly yours,

George B. Norberg
Fidelity & Surety Department

GBN:map

Jan—
Please note on card.
C.H.

NOTED ON CARD
Jan

NOTED
C. W. HEAD

RECEIVED
JUL 1 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 16 1966
FOR FILING
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM
26-4229
6815
H754

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 15, 1966

Mr. C. C. Nichols
Assistant Director for Toll Facilities
Washington State Highway Commission
Highways-Licenses Building
Olympia, Washington

Dear Mr. Nichols:

As you no doubt know, the painting contract on the Portland-Vancouver Interstate Bridge requires completion early in the summer of 1967.

If it is agreeable with you we will bill you for the contract progress payments and engineering costs to date at the close of the painting season this fall. It is estimated that approximately forty percent of the contract work will be completed by that time. The balance can be billed either progressively or at the completion and acceptance of the contract, whichever way will be more convenient to you. I would also like to call to your attention that the contract amount of $424,242 does not include engineering and contingency items which will approximate $50,000.

Yours very truly,

Forrest Cooper
State Highway Engineer

By:
C. H. Maison
Controller

CHM:jm

cc: Tom Edwards
V. D. Wolfe
John Herr

NOTED
TOM EDWARDS

COMMISSIONERS
GEORGE D. ZAHN, CHAIRMAN
METHOW 98834
ROBERT L. MIKALSON
CENTRALIA 98531
JAMES M. BLAIR, SR.
PUYALLUP 98371
HAROLD WALSH
EVERETT 98201
ELMER C. HUNTLEY
THORNTON 99176

LORENZ GOETZ, SECRETARY
OLYMPIA 98501

STATE OF WASHINGTON
DANIEL J. EVANS, GOVERNOR

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
C. G. PRAHL, DIRECTOR
HIGHWAYS-LICENSES BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 98109
6431 SO. CORSON AVE.
NO. 2 WENATCHEE 98801
P. O. BOX 98
NO. 3 OLYMPIA 98501
P. O. BOX 327
NO. 4 VANCOUVER 98663
4200 MAIN STREET
NO. 5 YAKIMA 98901
P. O. BOX 52
NO. 6 SPOKANE 99205
N. 2714 MAYFAIR ST.
NO. 7 SEATTLE 98109
909 FAIRVIEW AVE. NO.

June 9, 1966

Mr. Forrest Cooper
State Highway Engineer
State of Oregon Highway Department
Salem, Oregon 97310

Attention: Mr. Tom Edwards

Re: Vancouver-Portland Interstate Bridge

Dear Sir:

We wish to thank you for your letter of June 3, 1966, advising this Department of the painting contract with Andrew Nesheim in the amount of $424,242.

In order to make the proper provision within our accounting system at this facility, we are desirous of being advised of the manner in which you expect reimbursements from this agency. Principally, we will need to know whether or not the individual progress payments will be reimbursed or if you intend to make a final billing to us following the completion of the contract. If progress billings will be made, it will be desirable to have the breakdown for the expected monthly payments over the life of the contract; however, if a lump sum payment is to be made, the approximate date that the billing will be rendered will be required.

Very truly yours,

C. G. PRAHL, P. E.
Director of Highways

C. C. Nichols

By: C. C. NICHOLS, P. E.
Assistant Director for Toll Facilities

CCN:es

RECEIVED
JUN 10 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 10 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 6 - 1966
FOR FILING

26-422 F
6815

June 3, 1966

Security Bank
P. O. Box 385
Lynnwood, Washington

Attention: Mr. Newell
President

Gentlemen:

Yesterday Mr. James Kuhn, Attorney in our Legal Division, told me that he had received a telephone call from you concerning an assignment to your bank from Andrew Neshein on Contract No. 6815 for painting the Columbia River Bridges between Portland and Vancouver.

Attached are four copies of an assignment form which we use and a dummy form showing the manner of filing in the assignment. Please have the contractor execute the assignment and return one copy to this office.

It is necessary, in assignments on contracts, that we have the written consent of the surety which on this contract is United Pacific Insurance Company through Homer Perry as agent.

Please attach the surety's consent letter to the assignment form that you return to us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

Attachments (4)

cc: James Kuhn

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

FORM E-199

RECEIVED
MAY 10 1966
HIGHWAY DEPT.

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH M. FRIDLEY, MEMBER
WATCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

21-4327

(115)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 9, 1966

Mr. Andrew Nesheim
P. O. Box 334
Lynnwood, Washington

Dear Mr. Nesheim:

The State Highway Commission on this date awarded to you State Highway Contract No. 6815 for the following project:

Columbia River Bridge at Vancouver in Multnomah County. Clean and paint all steel in both northbound and southbound struc.

This award was based on your bid of $424,242.00 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)
I. D. Merchant

STATE OF WASHINGTON DEPARTMENT OF LABOR AND INDUSTRIES
OLYMPIA WASHINGTON

DIVISION OF INDUSTRIAL INSURANCE

HAROLD J. PETRIE, SUPERVISOR

May 6, 1966

Oregon Workmen's Compensation Board
Labor and Industries Building
Salem, Oregon 97310

Attention: Douglas Farmer
Compliance Supervisor

Dear Mr. Farmer:

This is in reference to your letter of April 26, 1966 concerning workmen on the interstate bridge between Portland and Vancouver. It is our opinion that the agreement between the Oregon Highway Commission and the Washington Highway Commission which will stipulate that Oregon will care for and maintain the interstate bridges with the use of regular Oregon highway crews will be exempt from the agreement of extraterritorial reciprocity.

It is our understanding that the Oregon State Compensation Department will cover the Oregon state employees and this Department will have jurisdiction over Washington state employees while working in the respective states regardless of the separate agreements concerning interstate structures.

It is our opinion, however, that when a contract is let to repair damage to these bridges, the agreement involving the construction of this bridge will be in effect and the workmen employed north of the engineering point of 64 + 38 are to be reported to Washington.

It is understood that these separate agreements concerning the construction of interstate structures would also apply to the repair work by private contractors.

Very truly yours,

SUPERVISOR OF INDUSTRIAL INSURANCE

By
R. E. Phillips
Chief, Underwriting Section

REP:slc

328-17.1 Louis [illegible] St. Sec. 1[illegible] 1905
St. Grading and paving
#6816

OHA 3048

SCA

OREGON STATE HIGHWAY DEPARTMENT Date January 12, 1966

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT Program Year 1966

Contract #6816 Prefix 328-1701 Survey Prefix 328-1149

Street "B" Street

City Rufus

| | |
|---|---|
| Payments to Contractor .(See attached voucher)..... | $11,723.28 |
| Engineering and Contingencies..... | 1,184.03 |
| Survey.(Total = $1,469.44). City's pro rata share..... | --- |
| TOTAL..... | $12,907.31 |
| Agreed State Share | 12,907.31 |
| Agreed City Share | $ --- |
| City Advance Deposit | $ --- |

Reference: Outside Billing None

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

# CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY: SHERMAN

CONTRACT NO.: 6816

ESTIMATE NO.: 2 Fin

HIGHWAY: CITY STREET

FEDERAL AID PROJECT NO.:

SECTION: RUFUS /8 STREET/

| NO. | ITEMS | UNITS | UNIT PRICE | QUANTITY TO DATE |
|---|---|---|---|---|
| 001 | WATERING | M-GALS | 4.0000 | 49.50 |
| 002 | MOVING COSTS | LUMP SUM | 2,500.0000 | 1.00 |
| 003 | MOTOR GRADER | HOURS | 20.0000 | 11.50 |
| 004 | WHEEL LOADER 3 C Y | HOURS | 25.0000 | 17.50 |
| 006 | DUMP TRUCK | HOURS | 15.0000 | 24.50 |
| 007 | MECHANICAL TAMPER | HOURS | 15.0000 | 2.50 |
| 008 | LABORER | HOURS | 7.0000 | 34.00 |
| 009 | 3/4IN-0 MATERIAL IN BASE | CU YDS | 3.2500 | 310.00 |
| J | STONE BASE | CU YDS | 3.0000 | 976.50 |
| 011 | CLASS B ASPHALT CONCRETE | TONS | 7.2500 | 459.92 |
| 012 | FURNISH 24-INCH CULVERT PIPE | LIN FT | 5.0000 | 52.00 |
| 013 | EXTRA FOR A C CONC APPROACHES | ONLY | 50.0000 | 3.00 |
| | FORCE ACCOUNT ITEMS | | | |
| 801 F | STATE SHARE OF FLAGGING | | | |

DATE: 07/20/66

PREVIOUS VOUCHER NO.: 2155

CHECKED BY: CP/md

ENGINEER OR AUDITOR: J. Sawyer

6816

TOTAL CONTRACT ITEMS

__% RETAINED ON CONTRACT ITEMS

FORCE ACCOUNT

TOTAL PAYMENTS

| | CONTRACT NO. | ESTIMATE NO. | PREFIX NO'S. |
|---|---|---|---|
| | 6816 | 2 Final | 328-1701-204 (41) ~~641.45 Dr.~~ 641.45 Dr. |
| | FEDERAL AID PROJECT NO. | | |

| UNITS | UNIT PRICE | QUANTITY TO DATE | AMOUNT TO DATE | PREVIOUS AMOUNT | PRESENT AMOUNT |
|---|---|---|---|---|---|
| M-GALS | 4.0000 | 49.500 | 198.00 | 198.00 | |
| LUMP SUM | 2,500.0000 | 1.000 | 2,500.00 | 2,500.00 | |
| HOURS | 20.0000 | 11.500 | 230.00 | 230.00 | |
| HOURS | 25.0000 | 17.500 | 437.50 | 437.50 | |
| HOURS | 15.0000 | 24.500 | 367.50 | 367.50 | |
| HOURS | 15.0000 | 2.500 | 37.50 | 37.50 | |
| HOURS | 7.0000 | 34.000 | 238.00 | 238.00 | |
| CU YDS | 3.2500 | 310.000 | 1,007.50 | 1,007.50 | |
| CU YDS | 3.0000 | 976.500 | 2,929.50 | 2,929.50 | |
| TONS | 7.2500 | 459.920 | 3,334.42 | 3,334.42 | |
| LIN FT | 5.0000 | 52.000 | 260.00 | 260.00 | |
| ONLY | 50.0000 | 3.000 | 150.00 | 150.00 | |
| | | | 33.36 | 33.36 | |
| | | | | | |
| | | | | | |
| | | | |

RECEIVED
AUG 1 - 1966
FOR FILING

328-1701

6816

August 1, 1966

The Fidelity & Casualty Company
of New York
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

Contract No. 6816 awarded to Rogers Construction Company for grading and paving "B" Street in Rufus in Sherman County was completed on June 17, 1966, and accepted by the Highway Commission on July 28, 1966.

Final payment in the amount of $641.45 will be released to the contractor after August 8, 1966. The total contract amount is $11,733.20 including $33.36 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Ousry, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
cc Rogers Construction Company
11760 N.E. Glisan Street
Portland, Oregon

Pallett, Fisher & Carle, Inc.
1001 U.S. National Bank Building
Portland, Oregon
L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
JUL 29 1966

328-1701

6816

July 28, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed ~~July~~ June 17, 1966, on Contract No. 6816. The contract was with Rogers Construction Company and was for grading and paving on "B" Street in the city of Rufus in Sherman County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective July 28, 1966, and that you concur in this procedure at the Commission meeting on August 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

bc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
J. F. Putnam

bg:ja

FORM S-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION | | WEEK ENDING: July 1, 1966 |
| HIGHWAY: City Street | | SECTION PREFIX: 328-1701 |
| NAME OF JOB: Rufus ("B" Street) | KIND OF WORK: Graging and paving | COUNTY: Sherman |
| CONTRACTOR: Rogers Construction Co. | CONTRACT NUMBER: 6816 | FEDERAL AID PROJECT NUMBER: |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: ~~May~~ June 8, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS: 70 | CALENDAR DAYS USED: 15 |
| PROJECT AUTHORIZATION: $ 14,657.62 | SPECIFIED COMPLETION DATE: July 18, 1966 | PERCENT OF TIME ELAPSED |
| EXCLUSIVE OF ENGINEERING: $ 13,615.30 | ENGINEERING AUTHORIZATION: $ 1,042.32 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 11,723.28 | ENGINEERING COST TO DATE: $ 985.25 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 |
| ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 13.9 % | PERCENT OF AUTHORIZATION: 94.5% | DATE PROJECT WAS COMPLETED: June 17, 1966 |

ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|
| | 100 | 100 | 100 | 100 | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.18 | 0.18 | | | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 0.18 | 0.18 | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | 1,300 cy | | | 480 Ton |
| TOTAL QUANTITIES CORRECTED TO DATE | | 1,287 cy | | | 459.920 Ton |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | 1,287 cy | | | 459.920 Ton |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Fair | | | |
| MONDAY | Fair | | | |
| TUESDAY | Fair | | | |
| WEDNESDAY | Fair | | | |
| THURSDAY | Fair | | | |
| FRIDAY | Cloudy | | | |
| SATURDAY | | | | |

Morgen
Docker
Bond
Barbee
Pease
Morelock

RECEIVED

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | Semi-final estimate submitted. |
| FRIDAY | |
| SATURDAY | |

## REMARKS

Semi- final estimate submitted Thursday. This will be the last weekly report on this project.

SIGNED _____ LOCATION The Dalles, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

1966 S.C.A

MAYOR
H. H. DAVIS
(503) 739-2555

COUNCIL
HARVEY R. HANSON, PRES.
(503) 739-2230
JACK J. BEERS
(503) 739-2203
B. C. SWIGART
(503) 739-2256
CLARENCE G. WATSON
(503) 739-2512

# City of Rufus

P. O. BOX 27
RUFUS, OREGON 97050

RECORDER
MRS. MARGIE L. PARDUE
(503) 739-2230

June 23, 1966

NOTED
H. S. COX

NOTED
RICHARD UNREIN

Oregon State Highway Department

J. S. Sawyer

RE: Paving of Street in Rufus, Oregon.

The City Council has inspected and approved as satisfactory, the paving and work done by the State Highway Department through Rogers Construction Company.

Very truly yours,

Robert H. Keane

Mayor

Joe Morris

Recorder

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JUL 5 - 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

FORM S-189

RECEIVED
MAY 10 1966

COMMISSIONERS
RUEBEN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID W. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

328-1701

1.11t

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 9, 1966

Rogers Construction Company
11760 N. E. Glisan
Portland, Oregon 97220

Gentlemen:

The State Highway Commission on this date awarded to you State Highway Contract No. 6816 for the following project:

Grading and paving on "B" Street in Rufus in Sherman County.

This award was based on your bid of $12,829.00 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ss

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

NOTED
H. S. COX

April 28,1966

Mr. Joe Morris
City Recorder
City Hall
Rufus, Oregon

Dear Mr. Morris:

On April 28, the State Highway Commission opened bids on the Special City Allotment project on "B" Street in Rufus. The low bid was submitted by Rogers Construction Company of Portland and the anticipated cost based on the bid is as follows:

| | |
|---|---|
| Contractor's bid | $12,829.00 |
| Anticipated Additional Items | 200.00 |
| Total..... | $13,029.00 |
| Engineering and Contingencies (12½%) | 1,628.63 |
| TOTAL ANTICIPATED COST.. | $14,657.63 |

We anticipate that this contract will be awarded in the very near future.

Very truly yours,

H. S. Cox
County and City Engineer

by NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RUsnr

NOTED
HAROLD
REYNOLDSON

NOTED
DON HARWELL

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APR 14 1966
FOR FILING

328-1701

6816

MISC. CONTRACTS and
AGREEMENTS No. 3048

April 12, 1966

Mr. Joe Morris
City Recorder
City of Rufus
Rufus, Oregon

Dear Mr. Morris:

We are enclosing for your records a fully executed copy of a Finance-Construction Agreement covering 'B' street in the City of Rufus.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By:
C. W. Head, Ass't. Secretary

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 1 Pages

Section 9th STREET Highway CITY OF HOOD Co. WASCO

Res. Engr. R. S. Hawkins Approx. Length 0.18± Miles. Sta. 9+50± to Sta. 19+00±

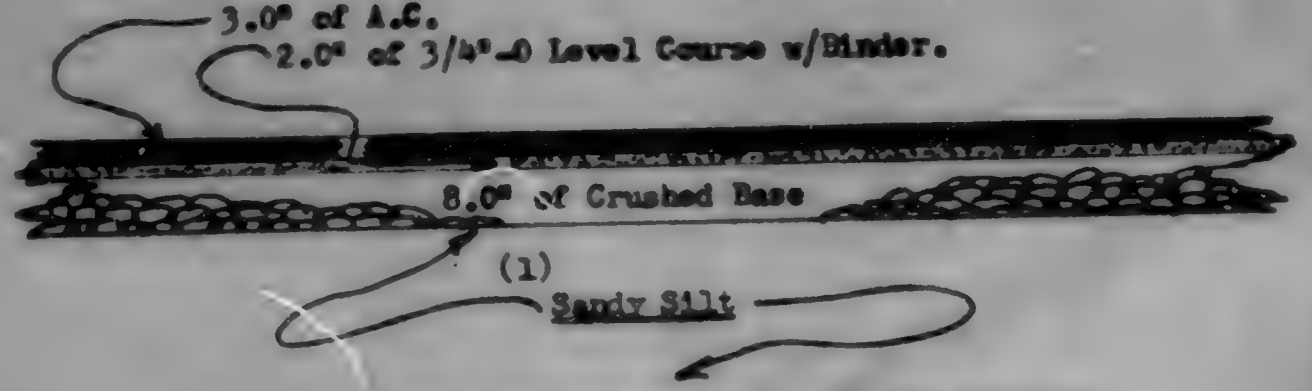
Truck A.D.T. 7 Traffic Coefficient 2.9 18 kip s.a. per day 5.0.

Annual Precipitation 9"± Frost Penetration 20"±.

(1)
Typical Soil
22 LL
0 PI
97 %P 10
57 %P200
3 %Gravel
4 %C Sand
36 %F Sand
52 %Silt
5 %Clay
23 "R" Value
([redacted])

AASHO CLASSIFICATION:
A-4 (5)

MATERIAL SOURCES:
To be determined by the Engineer.




Values assigned various components of the pavement structure:

| | | | |
|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" Crushed Base |
| 1.0" | Oil Mat | = | 1.1" Crushed Base |
| 1.0" | Stone Subbase | = | 0.8" Crushed Base |

| CBR Total Req. | Credit | Actual Thick. | |
|---|---|---|---|
| | 6.0 | 3.0 | A.C. |
| | 2.0 | 2.0 | Level |
| | 8.0 | 8.0 | Gr. Base |
| 16.0 | 16.0 | 13.0 | |

RECEIVED MAR 1966 FOR

NOTED F. J. [illegible]

cc:
[redacted]
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
[redacted]
Rural Engineer
County-City (2)

Submitted by [signature] Staff Assistant Recommended by [signature] Engineer of Materials

Recommended by [signature] Construction Engineer Approved by _____ Asst. State Highway Engineer

SECTION: "B" STREET

HIGHWAY: CITY OF ROFUS

COUNTY: GASCO

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Y... _ ....

A. Present ADT 410 (Total)

B. Future ADT 660 (Total)

C. Mean ADT 535 (ADT)

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 2.5 (ADT Basis)

G. Trucks (in one direction) = 1.25% x (C) 535 = 7

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 7 x (H) 100 % = 7

TRAFFIC COEFFICIENT = K (I) 0.119
where K = 4.669

= 5.9

SECTION: "B" STREET

HIGHWAY: CITY OF RUFUS

COUNTY: WASCO

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair ____ Poor ____
   Remarks: When constructed to present OSHD Surfacing Thickness Standards
5. Cost Comparisons: See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Minor consideration
10. Stimulation of Competition: See remarks
11. Construction Consideration: Minor
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City requested A.C.
13. Traffic Safety: Minor consideration
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison made as this is a short project (0.18± mi.) with no P.C.C. in the immediate area.

RECEIVED
JAN 25 1966
FOR FILING
JAN 29 1966
1701 OFFICE OF
STATE HIGHWAY ENGINEER
328
6816

1-1966

Prefix No. 328-1449

# LOCATION PROSPECTUS
## "B" STREET SECTION
## CITY OF RUFUS - SHERMAN COUNTY

HIGHWAY: "B" Street, city of Rufus. Not on Federal-aid or State system.

TERMINI: The westerly terminus is at the junction of "B" Street and Second Street in the city of Rufus. The easterly terminus is at the junction of "B" Street and Fifth Street in the city of Rufus.

LENGTH: The overall length is 0.27 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment. Reconnaissance is not necessary. There are no special drainage problems. The survey need not be tied to the Lambert Grid system. Soils investigations will be conducted. There are no public utilities involved. The City will see that local business signs are moved. The project will be constructed with 1966 Special Allotment Funds.

TYPICAL SECTION: Two 11-foot travel lanes with 2-foot shoulders.

BRIDGES: None.

BASE DESIGN: The tentative design for construction is:

| | |
|---|---|
| Paving | 3" A.C. |
| Top Course Base | 2" Leveling |
| Bottom Course Base | 8" Coarse Crushed |
| Total Depth | 13" |

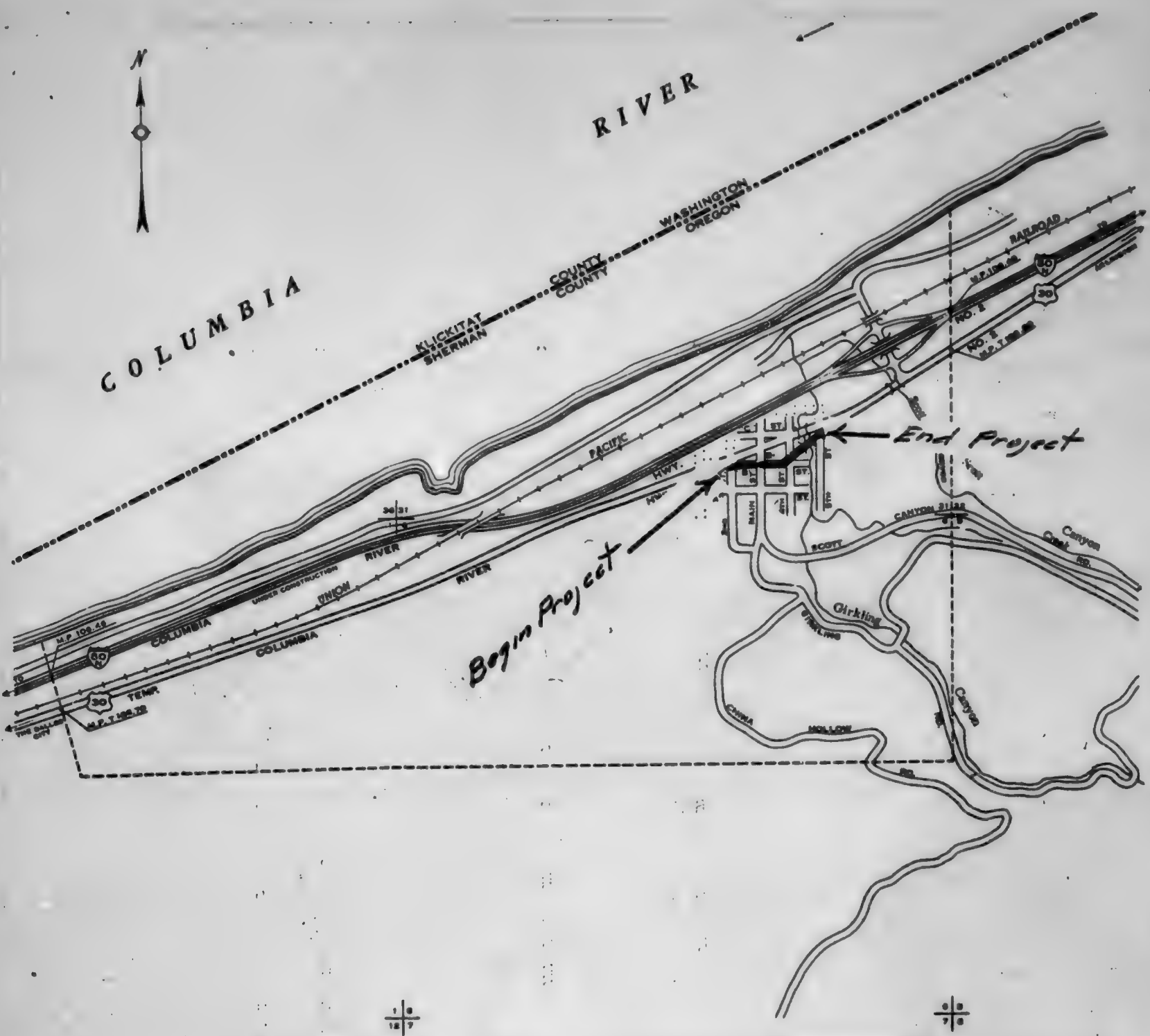
MATERIAL: Sources of suitable material to be located during survey and referenced to the project.

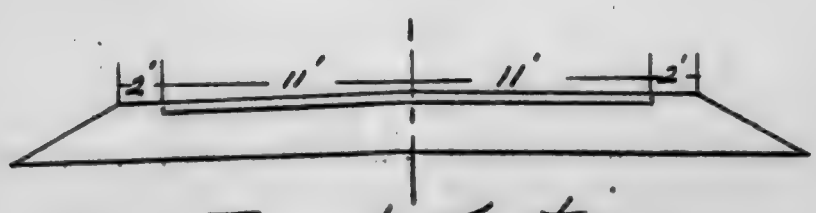
ADDITIONAL FACILITIES: There are no railroads or major stream crossings.

AGREEMENTS: Routine negotiations for Special City Allotment project.

January 18, 1966
Attachment
cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
Tom Edwards
F. D. Morgan
J. F. Putnam (3)
Mark Astrup
R. N. Chase
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
O. B. Jackmond
Val Johnson
Ivan Merchant (4)
D. H. Moehring (3)
A. D. Olson
James Owens
Phil Preston (2)
Jack Rowland
O. C. Turner
F. W. Yarbrough (2)
L. H. Young

NOTED
R. L. PORTER
NOTED
FORREST




Typical Section

Prospectus Map
"B" Street Section
City of Rufus
Sherman County
1966

Form L-50

OREGON STATE HIGHWAY DEPARTMENT

# AUTHORITY FOR SURVEY

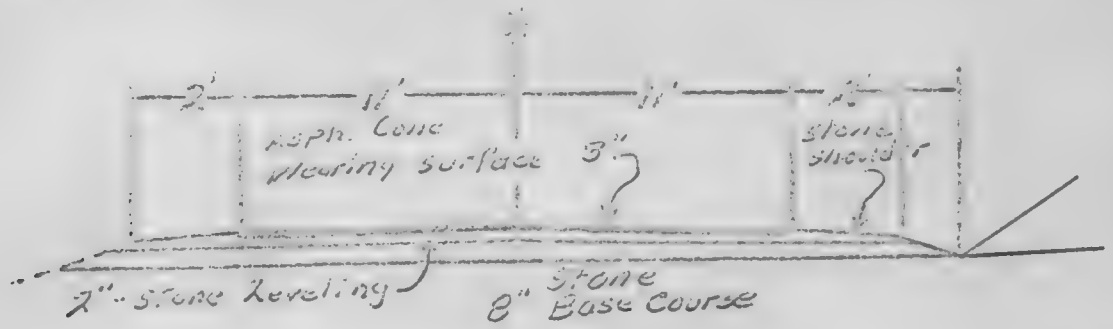
Section "B" Street Date December 23, 1965

Highway City Street - City of Rufus Authorization No. 1

County Sherman Division 4 Survey Prefix [illegible]
(Assigned by Salem office)

Description of termini, route, length, etc.:

The westerly end of the project is at the junction of "B" street and 2nd street. The easterly end of the project is at the junction of "B" street and 5th street. The entire project is within the city limits of the city of Rufus. The tentative length of the project is 0.27 of a mile.




Purpose of survey:

To prepare plans, specifications, and estimates of cost for the resurfacing and paving of a city street.

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FEB 15 1966
ENGINEER
COUNTY & CITY DIVISION

Estimate of cost:

| | | |
|---|---|---|
| Field | (906) | $ 750.00 |
| Plans | (905) | 300.00 |
| Urban | (907) | - |
| Soils | (910) | 250.00 |

INSTRUCTIONS

Submit four copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

| | |
|---|---|
| Total estimated cost of survey | $ 1,300.00 |
| Previous authorization | |
| Additional authorization requested | |
| Additional authorization approved (Salem) | |
| Total all authorizations approved (Salem) | |

Requested by:
[signature]
Field Engineer
Richard E. Hawkins

Recommended for Approval:
[signature]
Division Engineer

Recommended for Approval:
[signature]
Ass't Construction Engineer

Approved:
[signature]
Ass't State Highway Engineer

MAYOR
R. H. DAVIS
(503) 739-2555

COUNCIL
HARVEY R. HANSON, PRES.
(503) 739-2238
JACK J. BEERS
(503) 739-2203
B. C. SWIGART
(503) 739-2256
CLARENCE G. WATSON
(503) 739-2512

# City of Rufus

P. O. BOX 27
RUFUS, OREGON 97050

RECEIVED
NOV 10 1965
ENGINEER
COUNTY & CITY DIVISION

RECORDER
~~MRS. MARGIE L. BARDUS~~
~~(503) 739-2236~~
Joe Morris
(503)739-2384

Oct. 25, 1965

NOTED
DON HARWELL

NOTED
H. S. COX

NOTED
RICHARD UNREIN

Mr. H. S. Cox

County and City Engineer

Salem, Oregon

Dear Mr. Cox

In reply to your letter dated Oct. 8, 1965. The Rufus City Council desires to proceed with your offer of improving (B) Street in the City of Rufus. We are financially able to pay $3000.00 of the estimated cost of the project.

Please let us know if and when this work is expected to be done.

Very truly yours

Joe Morris

Recorder

6-J-65

# R E S O L U T I O N

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Rufus is an incorporated city of the State of Oregon and has a population of 1176 as given by the latest official census; and

WHEREAS, the following streets of said city, 2nd, 4th, A and B

RECEIVED
JUN 8 - 1965
ENGINEER
COUNTY & CITY DIVISION

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

(cc-50, 1959 Rev.)

4. That the City of Rufus does hereby offer to State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Margie L. Pardue as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 2nd day of June, 1965.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

2nd, 4th, A and B.

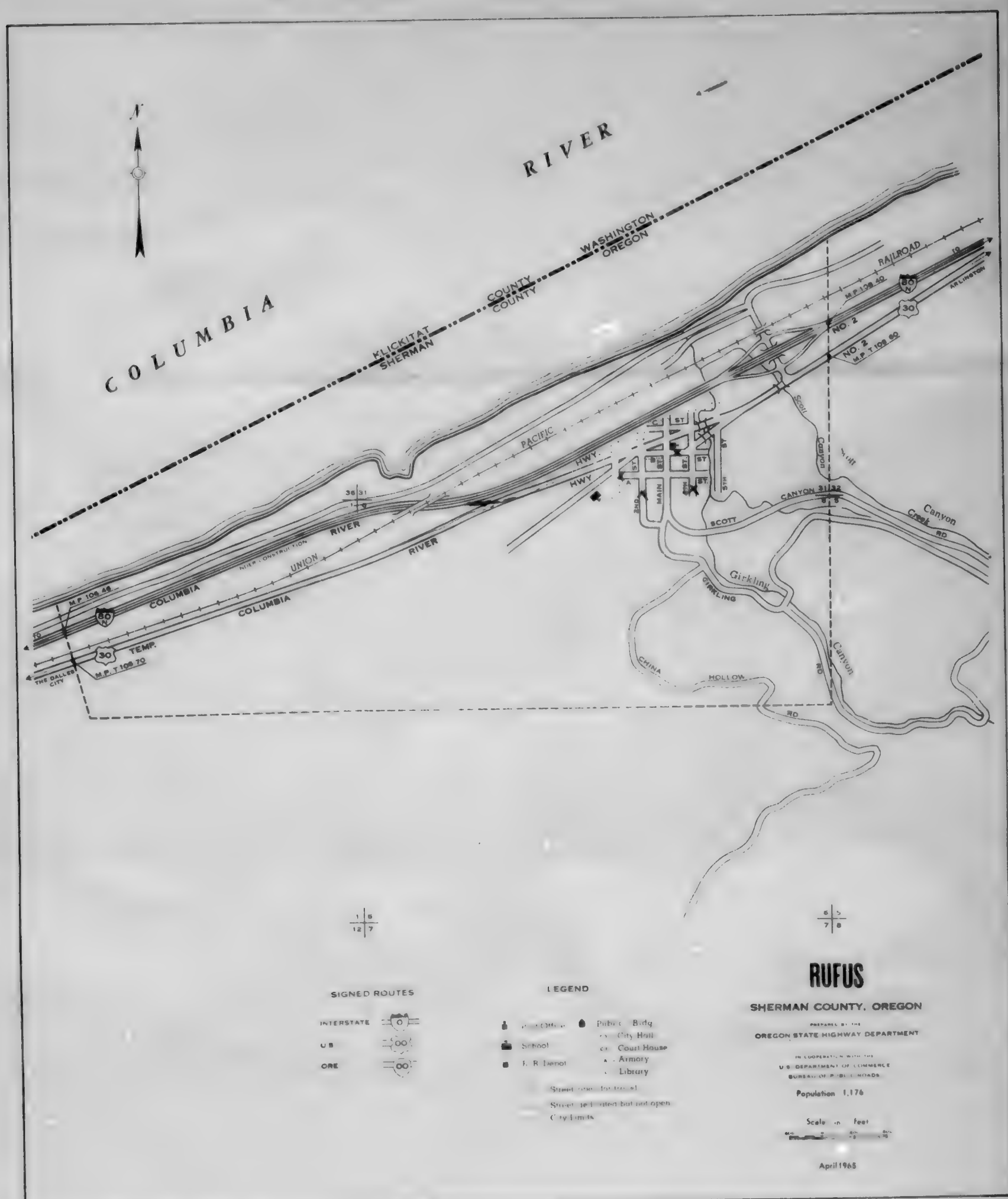
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Rufus at a regular or special meeting of said Council, held on the 2nd day of June, 1965, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 7th day of June, 1965

Margie L. Pardue
City Recorder



(cc-50, 1959 Rev.)




SIGNED ROUTES

INTERSTATE 0

U S 00

ORE 00

LEGEND

Post Office
School
R. R. Depot
Public Bldg.
City Hall
Court House
Armory
Library
Street open for travel
Street platted but not open
City Limits

# RUFUS

## SHERMAN COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 1,176

Scale in Feet

0

April 1965

2y-8311 Pet-Dolph-Yorkowin Proc.
Prod. Raj. Rec., Pre. Pass,
2c817 3 Rivers & Little Nestucca Unrs.

RECEIVED
JAN 10 1967
FOR
29-8311
4817

January 9, 1967

Maryland Casualty Company
Baltimore 3,
Maryland

Gentlemen:

Contract No. 4817 awarded to Jungwirth Brothers, Inc., for the Nebo-Delph-Neskowin Rock Production Project on the Oregon Coast, Three Rivers and Little Nestucca Highways in Tillamook County was completed on November 19, 1966, and accepted by the Highway Commission on January 6, 1967.

Final payment in the amount of $2,351.85 will be released to the contractor after January 16, 1967. The total contract amount is $47,569.84 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Jungwirth Brothers, Inc.
215 Evergreen
Stayton, Oregon 97383

Willamette Insurance Agency
647 North High Street
Salem, Oregon
L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
JAN 9 - 1967
FOR FILING

29-8311

6817

January 6, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed November 19, 1966, on Contract No. 6817. The contract was with Jungwirth Bros. Inc. and was for rock production on the Nebo-Dolph-Neskowin Project on the Oregon Coast, Three Rivers, and Little Nestucca Highways in Tillamook County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 6, 1967, and that you concur in this procedure at the Commission meeting on January 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
R. D. Asburry

srb bg

FORM B-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Hebo-Dolph-Neskowin R P | WEEK ENDING: Dec 16, 1966 | |
| | SECTION PREFIX: 20-8311 | |
| HIGHWAY: Ore Coast, 3 Riv, L Nestucca | COUNTY: Tillamook | |
| NAME OF JOB: Cloverdale R P | KIND OF WORK: Rock Production | |
| CONTRACTOR: Jungwirth Bros | CONTRACT NUMBER: 6817 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: July 28, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN. 1 SUPERVISION: 1 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 150 | CALENDAR DAYS USED 169 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED 113 |
| PROJECT AUTHORIZATION: $ 52,916.62 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100 |
| EXCLUSIVE OF ENGINEERING: $ 49,153.66 | ENGINEERING AUTHORIZATION $ 3762.96 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 47,569.84 | ENGINEERING COST TO DATE $ 4165.25 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION |
| ESTIMATED PERCENT: ~~OVER~~ UNDERRUN 3 % | PERCENT OF AUTHORIZATION 111 % | DATE PROJECT WAS COMPLETED: November 19, 1966 |

Semi-final est subm Nov 29.

ESTIMATED PERCENT COMPLETE (ROADWORK)

| | CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L PROD | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | 100 | | |
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING | |
| MILES IN PROJECT | | | | | | | | |
| MILES PARTIALLY COMPLETED | | | | | | | | |
| MILES COMPLETED | | | | | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | 15,500 | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | 16,039.49 | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | same | | | |
| AVERAGE DAILY QUANTITIES | | | | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | | |
| HOURS PER SHIFT | | | | | | | | |

EQUIPMENT USED DURING THE WEEK:

dozer, lowboy

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | rain | | | |
| MONDAY | rain | | | |
| TUESDAY | rain | | | |
| WEDNESDAY | cloudy | | | |
| THURSDAY | cloudy | | | |
| FRIDAY | | | | |
| SATURDAY | | | | |

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

**REMARKS**

The contractor came in on Tuesdayand completed the site cleanup. Inspection of the quarry and setup site was made by Mr Bennett of US Forest Service on Wednesday, and it met his requirements. He is writing a report of acceptance which will be submitted to the State through the Corvallis office of USFS.

The last piece of equipment was removed from the porject site on Thursday, Dec 15. The site and all stockpiles are is satisfactory condition.

A tabulation of the rock in each pile was sent to the DMS and given by hand to the foremen.

FINAL REPORT

SIGNED C A Baker LOCATION Tillamook

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

FORM S-129

RECEIVED
MAY 10 1966
COMMISSION SECRETARY

GLEN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 9, 1966

Jungwirth Bros., Inc.
215 Evergreen Avenue
Stayton, Oregon

Gentlemen:

The State Highway Commission on this date awarded to you State Highway Contract No. 6817 for the following project:

Hebo-Dolph-Neskowin Rock Production Project on the Oregon Coast, Three Rivers and Little Nestucca Highways in Tillamook County.

This award was based on your bid of $47,037.00 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ge

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

C+A 2984

OREGON STATE HIGHWAY DEPARTMENT

FORM A-180 (3-64)

# HIGHWAY DEPARTMENT INVOICE

NO. 90084

| DATE | BILLING REQ. NO. | YOUR ORDER NO. | CREDIT DISTRIBUTION |
|---|---|---|---|
| 1-12-67 | CC 1043 | | 331-1713-695 |

RECEIVED
JAN 12 1967
ENGINEER
COUNTY & CITY DIVISION

NOTED
RICHARD UNREIN

City of Elgin
City Hall
Elgin, Oregon 97827

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

Attn: Mrs. Ethel J. Hunt, City Recorder

| | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| Final Billing: Special City Allotment project on Alder Street, Contract # 6818. Covered by agreement dated March 15, 1966. | | | |
| City's advance deposit | | | 8,450.00 |
| As per attached statement: | | | |
| Final cost | | $13,974.29 | |
| Agreed State share | | $11,000.00 | |
| Agreed City share | | | 2,974.29 |
| To be refunded | | | 5,475.71 |

NOTED
P. B. Arensmeier

NOTED
H. S. COX

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received [illegible] .....

By .....

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT

Form A-191—(7-65)
SP*F294

# Request for Outside Billing

(Or Advice of Cash Transaction)

Address invoice to: City of Elgin
City Hall
Elgin, Oregon 97827
Attention of Mrs. Ethel J. Hunt, City Recorder

Request No. (assigned by staff engineer or head of division) oo-1043

Date January 11, 1967

Payer's Order No. (if any)

Department Order No. (if any)
(Number of "Order to Render Service")

**Description and Authority:** (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

FINAL BILLING: Special City Allotment project on Alder Street, Contract # 6818
Covered by agreement dated March 15, 1966.

**Itemized Statement:**

| Quantity | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | City's advance deposit | | $ 8,450.00 |
| | | As per attached statement: | | |
| | | Final cost | $22,974.29 | |
| | | Agreed State share | 20,000.00 | |
| | | Agreed City share | | 2,974.29 |
| | | REFUND DUE CITY..... | | $ 5,475.71 |

If payer has made payment for this service, indicate the amount of payment. $.....

If payer has made a deposit with the Department to guarantee payment, indicate the amount of the deposit. $ 8,450.00

Is this a partial or final request for billing? Final

If there have been any previous requests for billing in connection with this same service, indicate the total amount of all previous requests. $.....

Give the number of the last previous request in connection with this same service. .....

Credit distribution:
331-1713-295
NOTED
RICHARD UNREIN

Submitted by:
Richard Unrein

Approved:
D V Hamilton
for Division Engineer

Approved:
.....
Department Head or Staff Engineer

**Instructions:** The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the Accounting Division. Additional copies may be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the Accounting Division.

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date January 11, 1967

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Program Year 1966

Contract #6818 Prefix 331-1713 Survey Prefix 331-1493

Street Alder Street

City Elgin

| | |
|---|---|
| Payments to Contractor (See attached voucher)..... | $21,577.69 |
| Engineering and Contingencies..... | 1,271.70 |
| *Survey. (Total $1,001.54). City's pro rata share..... | 124.90 |
| TOTAL..... | $22,974.29 |
| Agreed State Share | 20,000.00 |
| Agreed City Share | $ 2,974.29 |
| City Advance Deposit | $ 8,450.00 |
| REFUND DUE CITY | $ 5,475.71 |

Reference: Outside Billing co-1043

* $\frac{\text{Construction costs over \$20,000} = \$2,849.39}{\text{Construction costs} = \$22,849.39}$ X $1,001.54 = $ 124.90

City share of preliminary engineering = $ 124.90

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

# CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY: UNION

CONTRACT NO.: 6818

ESTIMATE NO.: 3 F1

HIGHWAY: CITY ST

FEDERAL AID PROJECT NO.:

SECTION: ELGIN /ALDER ST/

| NO. | ITEMS | | UNITS | UNIT PRICE | QUANTITY TO DATE |
|---|---|---|---|---|---|
| 001 | CLEARING AND GRUBBING | | LUMP SUM | 2,000.0000 | 1.0 |
| 002 | GENERAL EXCAVATION | UNCLASSIFIED | CU YDS | 2.0000 | 508.0 |
| 003 | WATERING | | M GALS | 5.0000 | 42.0 |
| 004 | SUBBASE | | CU YDS | 1.8000 | 1,670.0 |
| 005 | HAULING AND PLACING | STONE BASE | CU YDS | 1.5000 | 850.0 |
| 006 | 3/4IN-0 MATERIAL IN BASE | | CU YDS | 6.0000 | 530.0 |
| 007 | CLASS B ASPHALT | CONCRETE | TONS | 15.0000 | 668.3 |
| 008 | EXTRA FOR A C CONC | APPROACHES | ONLY | 50.0000 | 17.0 |
| | FORCE ACCOUNT ITEMS | | | | |
| 801 F | FLAGGING | | | | |

DATE: 08/19/66

6818

PREVIOUS VOUCHER NO.: 4284

CHECKED BY: AW/ds

ENGINEER OR AUDITOR: J. C. Hiatt

TOTAL CONTRACT ITEMS

% RETAINED ON CONTRACT ITEMS

FORCE ACCOUNT

TOTAL PAYMENTS

| | CONTRACT NO. 6818 | ESTIMATE NO. 3 Final | PREFIX NO'S. |
|---|---|---|---|
| | FEDERAL AID PROJECT NO. | | 331 1713 204· (41) 1,226.00 Dr. |

| UNITS | UNIT PRICE | QUANTITY TO DATE | AMOUNT TO DATE | PREVIOUS AMOUNT | PRESENT AMOUNT |
|---|---|---|---|---|---|
| LUMP SUM | 2,000.0000 | 1.000 | 2,000.00 | 2,000.00 | |
| CU YDS | 2.0000 | 508.000 | 1,016.00 | 1,016.00 | |
| M GALS | 5.0000 | 42.000 | 210.00 | 210.00 | |
| CU YDS | 1.8000 | 1,670.000 | 3,006.00 | 3,006.00 | |
| CU YDS | 1.5000 | 850.000 | 1,275.00 | 1,275.00 | |
| CU YDS | 6.0000 | 530.000 | 3,180.00 | 3,180.00 | |
| TONS | 15.0000 | 668.390 | 10,025.85 | 10,025.85 | |
| ONLY | 50.0000 | 17.000 | 850.00 | 850.00 | |
| | | | 14.84 | 14.84 | |
| | | | | | |
| | | | | | |
| | | | |

RECEIVED
SEP 19 1966
FOR FILING

331-1713
6818

September 19, 1966

Fireman's Fund Insurance Company
3333 California Street
San Francisco, California

Gentlemen:

Contract No. 6818 awarded to Percy E. Jellum Contractor, Inc., for grading and paving Alder Street in Elgin in Union County was completed on July 12, 1966, and accepted by the Highway Commission on September 15, 1966.

Final payment in the amount of $1,226.00 will be released to the contractor after September 26, 1966. The total contract amount is $21,577.69 including $14.84 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Percy E. Jellum Contractor, Inc.
29 S. E. Court Street
Pendleton, Oregon

Ahern and Jones, Inc.
618 North Main
Milton-Freewater, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
SEP 16 1966
FOR FILING

331-1713
6818

September 15, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed July 12, 1966, on Contract No. 6818. The contract was with Percy L. Jellum, Contractor and was for grading and paving Alder Street in the city of Elgin in Union County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 15, 1966, and that you concur in this procedure at the Commission meeting on October 6.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. E. Morgan
C. H. Maison
A. F. Parson

bg

No. 3 Final Report

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Elgin (Alder Street) | | WEEK ENDING: July 15, 1966 |
| | | SECTION PREFIX: 331-1713 |
| HIGHWAY: City Street | | COUNTY: Union |
| NAME OF JOB: Elgin (Alder Street) | KIND OF WORK: Grading & Paving | |
| CONTRACTOR: Percy E. Jellum Contractor Inc. | CONTRACT NUMBER: 6818 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: June 3, 1966 | DATE WORK STARTED: June 27, 1966 | ESTIMATED COMPLETION DATE: July 11, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 8 SUPERVISION: 1 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS: 90 | CALENDAR DAYS USED: 40 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED |
| PROJECT AUTHORIZATION: $ 27,822.50 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ 25,936.90 | ENGINEERING AUTHORIZATION $ 1,985.60 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 22,000.00 | ENGINEERING COST TO DATE $ 1,150.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: ~~100~~ 85 |
| ESTIMATED PERCENT: [redacted] UNDERRUN 15 % | PERCENT OF AUTHORIZATION 58 % | DATE PROJECT WAS COMPLETED: July 11, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|
| 100 | | 100 | 100 | 100 | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.26 | 0.26 | | | 0.26 |
| MILES PARTIALLY COMPLETED | 0.26 | 0.26 | | | 0.26 |
| MILES COMPLETED | 0.25 | 0.26 | | | 0.26 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 940 | 3,600 | | | 730 |
| TOTAL QUANTITIES CORRECTED TO DATE | 600 | 3,020 | | | 668 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 690 | 3,020 | | | 668 |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

2 10cy trucks Blade
Water Wagon

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | Fair | | | |
| TUESDAY | Fair | | | |
| WEDNESDAY | Fair | | | |
| THURSDAY | Fair (Showers pm) | | | |
| FRIDAY | Fair | | | |
| SATURDAY | | | | |

Routing
Morris
Decker
Bond
Barbee
Walker
Phase
Moreland
Trout
Scott
Wills
Hatfield

RECEIVED
JUL 1 1966
CC

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | |
| MONDAY | Contractor completed laying 3/4 - 0 shoulder material and cleaned up the job.<br>Project Completed. |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

**REMARKS**

SIGNED J C Hatt LOCATION La Grande

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-E218

RECEIVED
JUN 27 1966
FOR FILING
331-1713
6818

May 10, 1966

Percy E. Jellum Contractor, Inc.
P. O. Box 472
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 9, 1966, accepted your proposal for grading and paving on Alder Street in Elgin in Union County for the sum of $24,520.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions were satisfied and on the same day the State Highway Engineer awarded you the project, which has been assigned Contract No. 6818.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Quarry, Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Pacific Builder and Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Oregon

Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

NOTED
H. S. COX

Salem, Oregon
May 4, 1966

Special City Allotment project
Alder Street
Elgin, Oregon

C. H. Maison
O F F I C E

Attention: John Herr

The City of Elgin's check in the amount of $8,450 to cover City's portion of subject project as per agreement between City and State has been received.

This will clear the way for award of said project.

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

Encl
Att.

cc: L. H. Young
F. D. Morgan

NOTED
DON HARWELL

NOTED
H. S. COX

April 28,1966

Mrs. Ethel J. Hunt
City Recorder
City Hall
Elgin, Oregon

Dear Mrs. Hunt:

On April 28, the State Highway Commission opened bids on the Special City Allotment project on Alder Street in Elgin. The low bid was submitted by Percy E. Jellum of Pendleton and the anticipated cost based on the bid is as follows:

| | |
|---|---|
| Contractor's bid | $24,520.00 |
| Anticipated Additional Items | 300.00 |
| Total..... | $24,820.00 |
| Engineering and Contingencies (12½%) | 3,102.50 |
| Total..... | $27,922.50 |
| City's Estimated Share of Preliminary Engr. | 510.72 |
| TOTAL ANTICIPATED COST.. | $28,433.22 |

As the contract cannot be awarded until the City has deposited its estimated share of the cost, at your earliest convenience please forward a check to this office in the amount of $8,450 made payable to the Oregon State Highway Commission.

Very truly yours,

H. S. Cox
County and City Engineer

by

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RUinr

NOTED
HAROLD
REYNOLDSON

NOTED
DON HARWELL

3-15 /

RECEIVED
MAR 18 1966
FOR FILING

331-1713
6x18

March 15, 1966

MISC. CONTRACTS and
AGREEMENTS No. 2984

Mrs. Ethel J. Hunt
City Recorder
City of Elgin
Elgin, Oregon

Dear Mrs. Hunt:

We are enclosing for your records a fully executed copy of a Special City Allotment Agreement covering the Alder Street Section in the City of Elgin.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



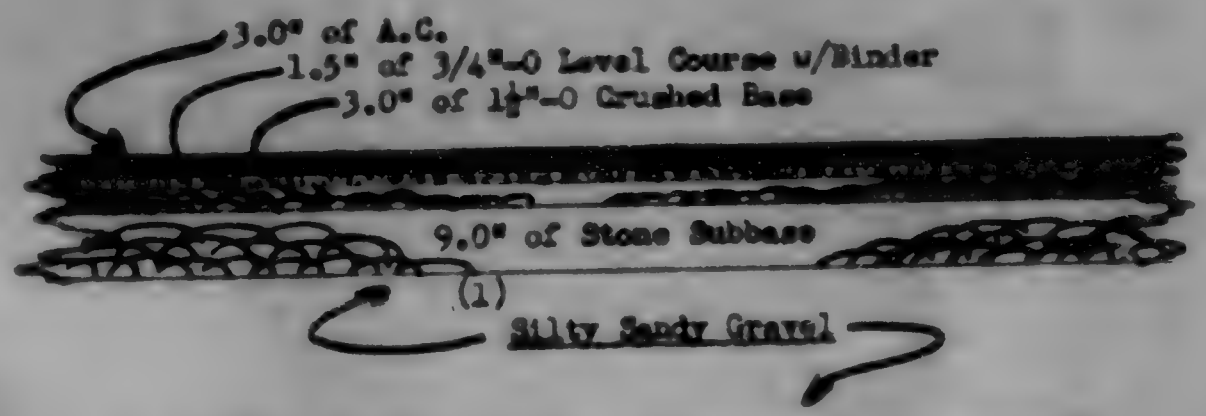
Section ALDER STREET Highway CITY OF ELGIN County UNION Prefix 331-1493

Res. Engr. J. G. Hiatt Approx. Length 0.26 Miles. Sta. 10+25± to Sta. 24+00± Date 2-7-66

Truck A.D.T. 33 Traffic Coefficient 6.4 18 kip s.a. per day 9.2.

Annual Precipitation 22"± Frost Penetration 36"-48".

(1)
Typical Soil
34 LL
6 PI
26 %P 40
13 %P200
74 %Gravel
7 %C Sand
5 %F Sand
10 %Silt
4 %Clay
28 "R" Value
(Assumed)




| | CBE Total Req. | Credit | Actual | Thick. | |
|---|---|---|---|---|---|
| | | 6.0 | 3.0 | | A.C. |
| | | 1.5 | 1.5 | | Level Course |
| | | 3.0 | 3.0 | | Cr. Base |
| | | 6.0 | 9.0 | | Stone Subbase |
| | 16.5 | 16.5 | 16.5 | | |

AASHO CLASSIFICATION:

A-1-a

MATERIAL SOURCES:

To be determined by the Engineer.

Values assigned various components of the pavement structure:

| | | | |
|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" Crushed Base |
| 1.0" | Oil Mat | = | 1.1" Crushed Base |
| 1.0" | Stone Subbase | = | 0.7" Crushed Base |

Should substitutions be made use "CBE" column for total required thickness and table for values.

cc:
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer
County-City (2)

NOTED
F. P. KLABOE

Submitted by _____ Staff Assistant

Recommended by _____ Engineer of Materials

Recommended by _____ Construction Engineer

Approved by _____ Asst. State Highway Engineer

SECTION: ALDER STREET (BETWEEN 19th & 14th)

HIGHWAY: CITY OF ELGIN

COUNTY: UNION

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 400 (Total)

B. Future ADT 600 (Total)

C. Mean ADT 500 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 5% (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ 2.5 x (C) 500 = 13

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 13 x (H) 100 % = 13

TRAFFIC COEFFICIENT = K $(I)^{0.119}$

where K = 4.669

= 6.4

SECTION: ALDER ST. (BETWEEN 19th & 14th)

HIGHWAY: CITY OF ELGIN

COUNTY: UNION

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City requested A.C.
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction

CONCLUSION AND REMARKS:

No cost comparison made as this is a short (0.26± mi.) project in an isolated part of the State with no P.C.C. in the immediate area.

06-sca

5 — 1 Copy —

FORM S-302—0502—1-66 SP*6418-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 25, 1966

To: Mr. J. E. Morelock
O F F I C E

SUBJECT: Special City Allotment Project
Elgin

Alder Street (19th Street-14th Street)

NOTED
H. S. COX

NOTED
DON HARWELL

The survey data on the above named section has been examined and found to be consistent with the project as requested by the city and approved by the Highway Commission.

It should be noted that the City of Elgin has approximately 800 c.y. of 1 1/2"-0" material in stockpile. An item for hauling and placing this material should be included in the final plans. The base design should be revieved.

NOTED
RICHARD UNREIN

Richard Unrein, Field Engineer
County and City Division

RU:mm

SCA

FORM E-123X 100M 4-62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

NOTED
H. S. COX

La Grande, Oregon 97850
P.O. Box 850
January 12, 1966

City of Elgin
Elgin, Oregon

Dick

Attention: Mrs. Ethel J. Hunt

NOTED
DON HARWELL

Dear Mrs. Hunt:

Regarding the proposed Alder Street Project in Elgin that will be constructed this coming year as a $250,000 allotment fund project, the existing materials on this street have been sampled by our soils people resulting in a base design that would require more materials than given you in our letter of November 22, 1965. This revision in base design would require an estimated 2500 cubic yards of 1 1/2"-0 instead of the 1500 cubic yards mentioned in previous correspondence.

The 430 yards of 3/4"-0 top base material should be an adequate supply.

In order to keep the City of Elgin's "out-of-pocket" cost to a minimum on this project, it is suggested that you make the necessary arrangements to obtain the additional 1,000 yards of material needed.

Very truly yours,

A. F. Parson
Division Engineer

By H. S. Coulter

H. S. Coulter
Assistant Division Engineer

RECEIVED
JAN 13 1966
ENGINEER
COUNTY & CITY DIVISION

HSC:dj

cc: H. S. Cox

RECEIVED
JAN 12 1966
FOR FILING

1-66

331-1713

6818

Prefix No. 331-1493

# LOCATION PROSPECTUS
## ALDER STREET SECTION
## CITY OF ELGIN - UNION COUNTY

**STREET:** Alder Street, City of Elgin. Not on State of Federal highway system.

**TERMINI:** The westerly terminus is at the intersection of Alder Street and 19th Avenue. The easterly terminus is at the intersection of Alder Street and 14th Avenue.

NOTED
R. L. PORTER

**LENGTH:** 0.27 mile.

**NARRATIVE:** This will be a location survey to prepare plans, specifications and estimates for grading and paving existing alignment. Reconnaissance is not necessary. There are no special drainage problems. The survey need not be tied to the Lambert grid system. Soils investigations will be conducted. The project is to be constructed with 1966 Special Allotment Funds.

**TYPICAL SECTION:** Two 11-foot travel lanes with 2-foot shoulders.

**BASE DESIGN:** The tentative base design for construction is:

| | |
|---|---|
| 3 | " Asphalt Concrete |
| 2 | " Leveling |
| 12-1/2" | Coarse Crushed |
| Total | 17-1/2" |

**MATERIAL SOURCE:** Will be determined during the survey and referenced to the project.

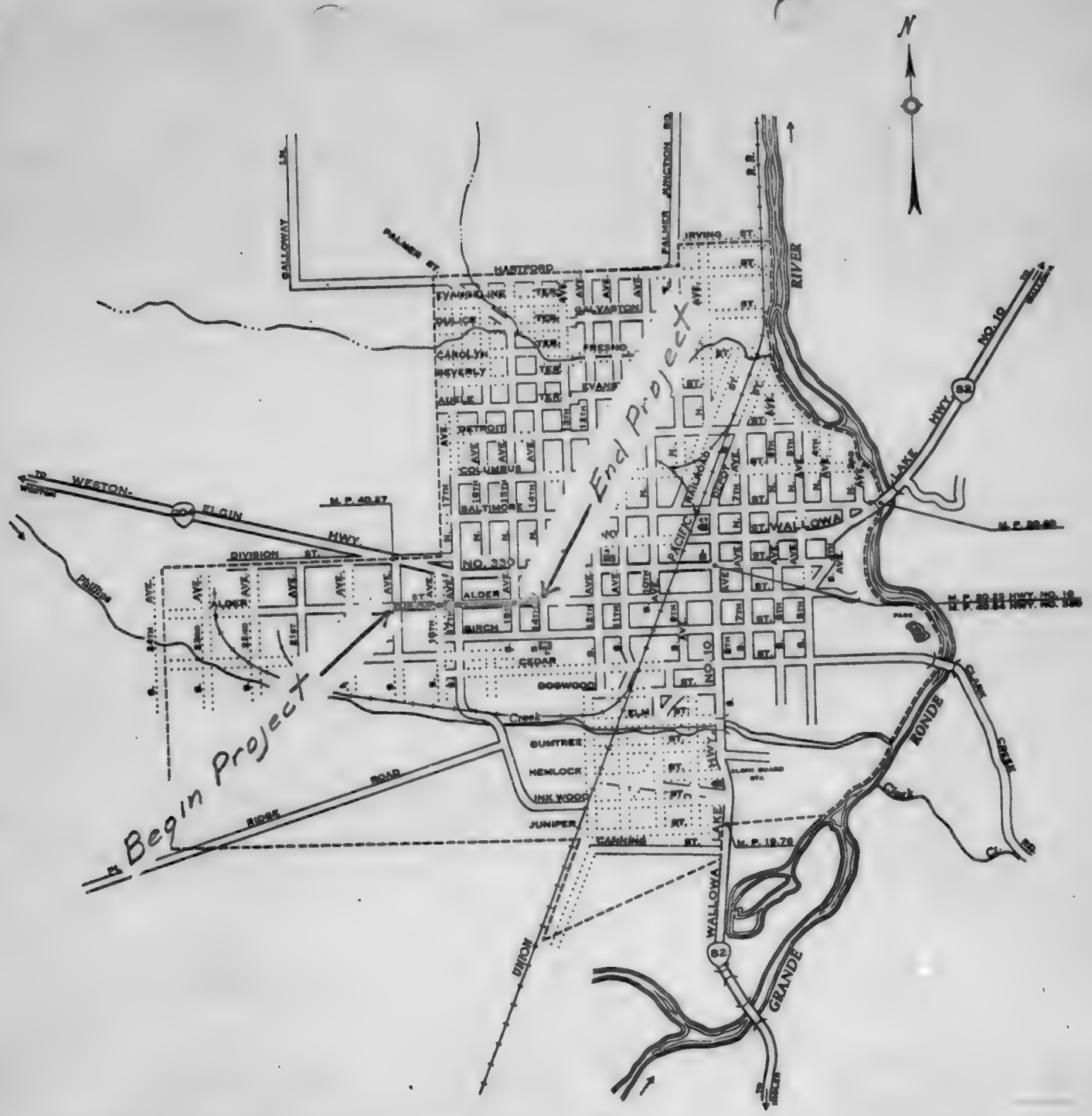
**ADDITIONAL FACILITIES:** City will adjust water mains, sewers, etc. There are no railroad crossings of major stream crossings.

**AGREEMENTS:** Routine negotiations for Special City Allotment projects.

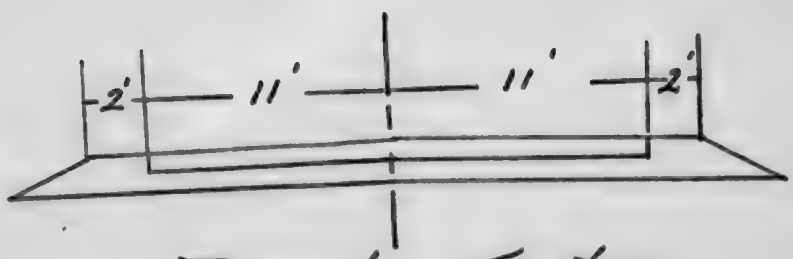
January 6, 1966
Attachment
cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. F. Parson (3)
Mark Astrup
R. N. Chase
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
O. B. Jackmond
Val Johnson
Ivan Merchant (4)
D. H. Moehring (3)
A. D. Olson
James Owens
Phil Preston (2)
Jack Rowland
O. C. Turner
F. W. Yarbrough (2)
L. H. Young

NOTED
FORREST COOPER

RECEIVED
JAN 11 1966
OFFICE OF
STATE HIGHWAY ENGINEER




Prospectus Map
Alder Street Sec.
City of Elgin
Union County
1965




Typical Section

Form E-20

OREGON STATE HIGHWAY DEPARTMENT

# AUTHORITY FOR SURVEY

Section Alder Street (19th to 14th) Ilgt. Date December 22, 1965

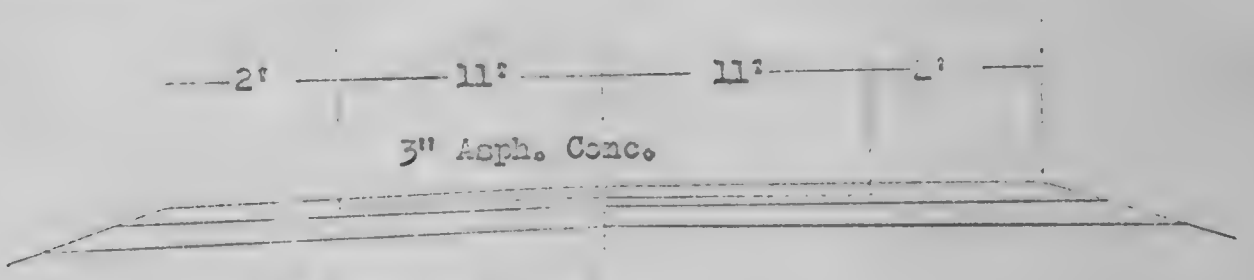
Highway Alder Street Authorization No. 1

County Union Division 5 Survey Prefix 391-1(1)5

(Assigned by Salem office)

**Description of termini, route, length, etc.:**

Beginning at 19th Avenue on Alder Street; thence easterly along Alder Street to 14th Avenue, a distance of 0.27 mile.




2" Leveling Course
12½" Coarse Crushed Base

TYPICAL SECTION

**Purpose of survey:**

Prepare plans, specifications and estimate of cost for a grading and paving project.

1966 - City Funds

RECEIVED
FEB 15 1966
ENGINEER
COUNTY & CITY DIVISION

**Estimate of cost:**

| | | |
|---|---|---|
| Survey | (901) | 1200 |
| Soils | (910) | 300 |
| Plans | (905) | 300 |

INSTRUCTIONS

Submit four copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey . . . . . $ 1,800

Previous authorization . . . . . .....

Additional authorization requested . . . . .....

Additional authorization approved (Salem) . .....

Total all authorizations approved (Salem) . . .....

Requests made by:

L. C. Heath
Field Engineer

Recommended for Approval:

Division Engineer

Recommended for Approval:

Ass't Construction Engineer

Approved:

Ass't State Highway Engineer

State Printing

RCA

# CITY OF ELGIN
ELGIN, OREGON

October 15, 1965

NOTED
DON HARWELL

NOTED
H. S. COX

NOTED
R. H. PRANGE

H. S. Cox
County and City Engineer
State Highway Department
Salem, Oregon 97310

Dear Mr. Cox:

At a meeting of the City Council of the City of Elgin your letter regarding the City's participation in the project for paving on Alder Street was read.

The Council passed a motion to participate in this project up to the amount of $10,000.00.

Yours truly,

Ethel J. Hunt
Recorder

RECEIVED
OCT 18 1965
ENGINEER
COUNTY & CITY DIVISION

2-9-65

# R E S O L U T I O N No, 3, Series 1965

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Elgin is an incorporated city of the State of Oregon and has a population of 1315 as given by the latest official census; and

WHEREAS, the following streets of said city,

Alder Street from 11th to 21st and

21st from Alder to Division

RECEIVED
BY
ENGINEER
OF CITY

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Elgin does hereby offer to State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Jack Halsey, Chr. Street Comm. as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 9th day of March, 1965.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - - - - - - - - - -

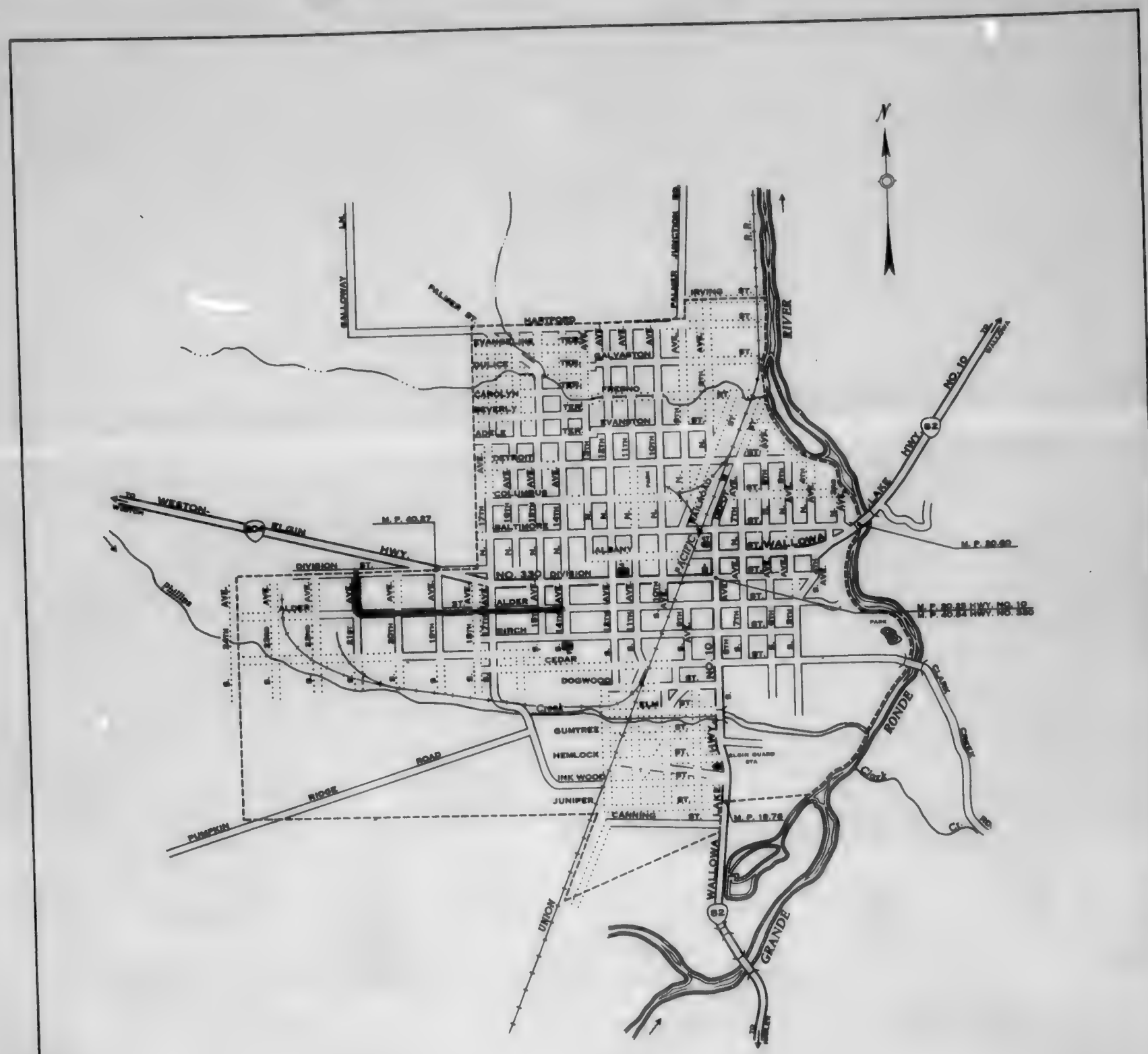
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Elgin, Oregon at a regular [redacted] meeting of said Council, held on the 9th day of March, 1965, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 9th day of March, 1965.

Ethel D. Hunt
City Recorder



(cc-50, 1959 Rev.)




SIGNED ROUTES

INTERSTATE

U.S.

STATE

LEGEND

- Post Office
- School
- R. R. Depot
- Public Bldg
  - CH – City Hall
  - CT – Court House
  - A – Armory
  - L – Library
- Street open for travel
- Street dedicated but not open
- City Limits

# ELGIN

## UNION COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 1,318

Scale in Feet

August 1963

C+A 2984

LSF-27(1) Cornelius Pass Rd.-Barnes Rd. Sec., Sunset Hwy. (Roadside improvement) 1966
#6819

RECEIVED
OCT 22 1968
OREGON STATE
HIGHWAY DEPARTMENT

Fik No. 445

FILED
OCT 15 1968
CLAY MYERS
SECRETARY OF STATE

RECEIVED
Oct 15 8 38 AM '68
CLAY MYERS
SECRETARY OF STATE

(F 2711)

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

October 14, 1968

Black, Kendall, Tremaine, Boothe & Higgins
Law Offices
Twelfth Floor
520 S.W. Sixth Avenue
Portland, Oregon 97204

NOTED ON CARD

Gentlemen:

This is to acknowledge receipt of the Schmidt Brothers Nursery Notice of Claim stating that Oosterwyk Nurseries, Inc., owes them $1,093 plus interest for plants and nursery materials.

From the description on the claim, this appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6819 for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of this claim, and we will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been satisfied.

Very truly yours,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:cr

cc: The Aetna Casualty and Surety Company
Mr. Robert B. Clarke
Oosterwyk Nurseries, Inc.
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

Commissioners

NOTICE OF CLAIM

HIGHWAY COMMISSION CONTRACTOR'S BOND

TO: OREGON STATE HIGHWAY COMMISSION, STATE OF OREGON

NOTICE IS HEREBY GIVEN that the undersigned, SCHMIDT BROS. NURSERY, has a claim for:

> Plants and nursery materials furnished by said Schmidt Bros. Nursery to Oosterwyck Nurseries, Inc., in the sum of $1,093.00 (plus interest at 6% per annum thereon from August 22, 1967, until paid),

against the bond taken from Oosterwyck Nurseries, Inc., and Aetna Casualty & Surety Co., for the above mentioned materials which were used in the work of landscaping and roadside improvement Contract No. 6819, Cornelius Pass to Barnes Road Unit, Foothills Freeway.

SCHMIDT BROS. NURSERY

By James E. Schmidt

October 11, 1968

PRESENTED AND FILED: October ____, 1968

Asst. Sec., Oregon State Highway Comm'n.

JUL 15 1968
FOR FILING
LSF-37(1)
6819

July 12, 1968

Mr. Paul J. Zeman, President
Oosterwyk Nurseries, Inc.
663 Skinner Building
Seattle, Washington 98101

Dear Mr. Zeman:

Reference is made to your letter of July 5, 1968, and other recent correspondence concerning liquidated damages on Contract No. 6819, the Cornelius Pass Road-Barnes Road Section of the Sunset Highway.

A review of the contract records concerning calendar day charges indicates the following: As of January 6, 1967, when a stop work order was issued, 217 calendar days had been charged. When the resume work order was issued on April 1, 302 calendar days had elapsed. When the project was completed on May 12, 1967, 344 calendar days had been charged against this project (200 calendar days were originally allowed). If liquidated damages for all of the 144 calendar days in excess of those allowed had accrued, the damages would have amounted to $10,800 at the rate of $75 per day. Because the stop work period was recognized as a valid reason for a time extension, the amount accruing during the stop work period (85 days) was not deducted from any of the project estimates. The Highway Commission's decision merely legalized this action.

In summary, you were charged liquidated damages for the 17 days preceding the stop work period plus the 42 days following the resume work order until the project was completed. No liquidated damages were deducted for the stop work period.

I trust that this will clear up the misunderstanding.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

DES:fw:wln

cc Frank Morgan
Attention: D. E. Swan

RECEIVED
JUL 12 1968

OOSTERWYK NURSERIES, INC.
Landscaping & Irrigation Contractors · Free estimates & consultation

663 SKINNER BUILDING
SEATTLE, WASH. 98101, U.S.A.

LSF-3770
6819

July 5, 1968

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Dear Mr. Query:

Thank you for your letter dated July 2, 1968 in response to our letter of June 28th regarding the liquidated damages in the amount of $4,425.

We are referring to your own letter dated November 1, 1967, a copy of which we are enclosing whereby the commission informed us that they have vawed the liquidated damages for the stop work period. Thus we are entitled to the liquidated damages and we would appreciate payment by return of mail.

Yours very sincerely,
Oosterwyk Nurseries, Inc.

Paul J. Zeman

PJZ/ar

Enc.: Copy of letter
Also to:
G. Robert Brain
Peter Oosterwyk

7-10-68
to } Bond for letter on
what happened 76

RECEIVED
JUL 8 - 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 2 - 1968
FOR FILING
LSF-27(1)
6819

July 2, 1968

Mr. Paul J. Zeman, President
Oosterwyk Nurseries, Inc.
663 Skinner Building
Seattle, Washington 98101

Dear Mr. Zeman:

In your letter of June 28, you mentioned that my letter of June 3, 1968, stated that liquidated damages in the amount of $4,425 was being processed and that you have not yet received the payment.

We should get the record straight at this point as there appears to be a misunderstanding.

Your letter of May 25 which prompted mine of June 3 states as follows: "Would you be so kind as to forward the final check for $6,878.41 plus liquidating damages of $4,425.00 or a total of $11,303.41 to the bonding company."

The Accounting Division tells me that final payment for $6,878.41 was mailed to the surety on June 7, 1968. My letter of June 3 states "that final payment is now being processed and will be forwarded to the surety in the near future." It also states that the action taken by the Commission denying this request for liquidated damages has not been rescinded.

For your information, we have attached a photocopy of our letter of June 3. I am sure you will find that the final payment and the payment of liquidated damages are stated as two separate items and that action on each is clearly described.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkm
Attachment

**OOSTERWYK NURSERIES, INC.**

Landscaping & Irrigation Contractors • Free estimates & consultation

663 SKINNER BUILDING
SEATTLE, WASH. 98101, U.S.A.

~~Wash. 2-1000 (206)~~
MA 2-3424

June 28, 1968

Sta te of Oregon
Sta te Highway Department
Salem, Oregon 97310

Gentlemen:

Attention: Mr. Floyd Query

On June 3, 1968 you wrote to us that the $4425 liquida-ting da-mages withheld on Contract 6819 was being processed. To date we ha ve not received payment.

We would like to be informed when we can expect payment.

Very truly yours,

Oosterwyk Nurseries, Inc.

Paul J. Zeman, Pres.

6-7 to surety
1878.41

RECEIVED
JUL 1 - 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 4 - 1968
FOR FILING
LSE-2761
11 19

June 3, 1968

Oosterwyk Nurseries, Inc.
663 Skinner Building
Seattle, Washington 98101

Attention: Mr. Paul J. Zeman
President

Gentlemen:

In your letter of May 25 you inquired as to final payment on Contract 6819 and for the payment of $4,425 withheld as liquidated damages on this contract.

Our Controller advises that final payment is now being processed and will be forwarded to the surety in the near future.

On November 1, 1967, we wrote to you concerning action taken by the Commission on liquidated damages on this contract. This action by the Commission has not been rescinded.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

cc Mr. C. H. Maison

OOSTERWYK NURSERIES, INC.
663 Skinner Bldg.
Seattle, Wash. 98101

OOSTERWYK NURSERIES, INC.
663 Skinner Bldg.
Seattle, Wash. 98101

May 25, 1968

State of Oregon
State Highway Dept.
Salem, Oregon
Attn: Floyd Query

Gentlemen:

Re: Contract #6819

Enclosed is the signed original Final voucher #5 on the above mentioned contract for roadside improvements on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway.

Also enclosed is the signed Wage Certification.

Would you be so kind as to forward the final check for $6878.41 plus liquidating damages of $4425.00 or a total of $11303.41 to the Bonding Company.

OOSTERWYK NURSERIES, INC.

Paul J. Zeman
President

Rec 5-29-68
Papers sent to Acctg Dw. 5-29
W/o comment
F. Query

Maison ext 236

RECEIVED
MAY 9 - 1968

LSE-27(1)
6817

May 8, 1968

Mr. P. L. Traglio, Jr.
Claim Representative
Aetna Life and Casualty
P. O. Box 2070
Eugene, Oregon 97402

Dear Mr. Traglio:

As a follow-up to our conversation of yesterday evening, there are shown below amounts earned and deducted on Contract No. 6819 awarded to Oosterwyk Nurseries, Inc., for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

| | | |
|---|---|---|
| Bid items earned | | $ 55,763.75 |
| Price agreement earned | | 1,750.00 |
| Price agreement No. 2 | | |
| Change Abelia Grandiflora | -$ 378.00 | |
| Change Kolkwitzea Amables | - 36.00 | |
| Change Cane Rosa Multifora | - 14.10 | |
| Liquidated damages | | |
| 59 days | - 4,425.00 | |
| SPO Remove material from ditches | - 170.31 | |
| Total earned | | 57,513.75 |
| Total deductions | -$5,023.41 | 5,023.41 |
| Net amount earned | | $ 52,490.34 |

I believe these items briefly tell the story and the net amount earned does tie in with the total shown in our letter of April 12. If you have further questions, please let us know.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkm

RECEIVED
APR 12 1968
FOR FILING

LCE-27(1)
6819

April 12, 1968

The Aetna Casualty & Surety Co.
Bond Department
1201 S. W. 12th Avenue
Portland, Oregon 97205

Gentlemen:

Contract No. 6819 awarded to Oosterwyk Nurseries, Inc., for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County was completed on May 12, 1967, and accepted by the Highway Commission on April 11, 1968.

Final payment in the amount of $6,878.41 will be released to you at the above address after April 19, 1968. The total contract amount is $52,490.34 and no work was performed under force account.

You have been advised previously that claims have been filed with us.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc Oosterwyk Nurseries, Inc.
Mr. Robert B. Clarke

bc L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
APR 12 1968
FOR FILING
LSF-270
6819

April 11, 1968

Oregon State Highway Commission

Gentlemen:

Work was completed May 12, 1967, on Contract No. 6819. The contract was with Oosterwyk Nurseries and was for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 11, 1968, and that you concur in this procedure at the Commission meeting on April 23.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Quary
R. L. Porter
F. B. Kimboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
L. W. Rulien

srb jes

FORM E-122X 50 M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID E. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
PENDLETON

RECEIVED
APR 5 - 1968
PORTLAND

LSF-27(1)

6819

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 12, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon 97301

Contract 6819
Prefix 34-0902
FAP LSF-27(1)

Dear Sir:

The replacement planting work under Contract No. 6819, Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County, was completed March 1, 1968.

We request that your office return a signed copy of this letter indicating acceptance or listing below any items or conditions which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date 4-2-68

Conditions noted on above date:

The final construction inspection was held on 2-29-68 and the contract work found acceptable except for the replacement of 21 shrubs that had been stolen. The contractor replaced these shrubs in a satisfactory manner on 3-1-68

cc: Forrest Cooper
L. H. Young

R. E. Simpson
Division Engineer

By: G R Brooks
G. R. Brooks
District Engineer

RECEIVED
APR - 5 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 7 - 1968
FOR FILING

LSF-27(1)
6819

March 6, 1968

Bettis, Liberty & Rolf
Attorneys at Law
160 N. W. Third Avenue
Canby, Oregon 97013

NOTED ON CARD

Gentlemen:

This is to acknowledge receipt of a copy of your letter of February 27 addressed to the Secretary of State and attached Notice of Claim of your client, Arthur C. Cline d.b.a. Cline's Nursery stating that Oosterwyk Nurseries, Inc., owes them $319.34 plus interest for plants.

The claim states this is in reference to the Oosterwyk Nurseries, Inc., Contract No. 6819 for roadside improvement on the Cornelius Pass Road-Barnes Road section of the Sunset Highway in Washington County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of this claim.

The Secretary of State's Office has informed us that they received this claim on March 4, 1968, and assigned it their File No. 4370.

Please advise this office when your client's claim has been satisfied.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc. (2)
Commission
Secretary of State

To: State of Oregon
State Highway Department

Notice hereby is given that the undersigned, ARTHUR C. CLINE, dba CLINE'S NURSERY, Route 2 Box 152, Canby, Oregon, 97013, has a claim for furnishing and delivering 427 Abelia Grandiflora Plants on April 19, 1967, in the sum of $319.34 plus interest on the unpaid principal balance at 6% per annum from OOSTERWYK NURSERIES, INC., as principal and the AETNA CASUALTY INSURITY CO., as surety, for the work set forth in State Highway Department Contract No. 6819 for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County, Oregon.

/s/ Arthur C. Cline
ARTHUR C. CLINE

RECEIVED
MAR 1 - 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 4 - 1968
FOR FILING
LSF - 27(1)
6819

February 28, 1968

Mt. Vernon Nursery
South Second Street
Mt. Vernon, Washington

Attn: Mr. LaDon Henson

Dear Mr. Henson:

OUR FILE: B 42 SC 80827 RG - OOSTERWYK NURSERIES, INC. - STATE HIGHWAY DEPARTMENT - CONTRACT NUMBER 6819- CORNELIUS PASS

This is to acknowledge receipt of your letter by this office on February 27, 1968, wherein you state that Oosterwyk Nurseries, Inc. owe you $406 for plants.

As this bond was issued pursuant to Sections 279.310 to 279.320 inclusive, and 279.510 of the Oregon Revised Statutes and Amendments, reference is made to the statutes and amendments in connection with the coverage provided by the bond.

We are currently investigating your claim. In the meantime, since our present information is limited, you will appreciate our attention to this should be considered as without prejudice tothe position of any party.

Very truly yours,

D. R. C.

Donald R. Clarke
Claim Representative

pts

cc: Floyd Query, Secretary, State of Oregon Highway Commission, State Highway Department, Salem, Oregon
Home Office Bond Claim, C. F. Smith, Attorney
Seattle, Washington, J. F. Kenny
Eugene, Oregon, Paul Dolata

Enclosures

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
MAR 4 - 1968
OREGON
STATE HIGHWAY COMMISSION

FORM E-122X 10M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. [illegible], MEMBER
HELIX

RECEIVED
FEB 26 8 45 AM '68
CLAY MYERS
SECRETARY OF STATE

RECEIVED 4368

FILED
FEB 26 1968
CLAY MYERS
SECRETARY OF STATE

LSE-27(1)
6117

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 23, 1968

Mount Vernon Nursery
South Second Street
Mount Vernon, Washington

NOTED ON CARD
u.l.s

Gentlemen:

This is to acknowledge receipt of your claim letter of February 20 advising us that Oosterwyk Nurseries, Inc., owes you $406 for plants.

From the description given in your letter, this appears to be in connection with the Oosterwyk Nurseries, Inc., Contract No. 6819 for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland 97204, furnished the performance bond on this contract. We will advise them of the receipt of your claim, and we will also forward it to the Secretary of State for filing.

Contract payments are not withheld by us unless requested by the surety or our Chief Counsel.

Please inform us when your claim has been paid.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
FEB 28 1968
OREGON
STATE HIGHWAY COMMISSION

CC The Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

MEMBER
WASHINGTON STATE
NURSERYMEN'S ASSOCIATION

MEMBER
AMERICAN ASSOCIATION
OF NURSERYMEN

Chenoweth's — 60 ACRES OF ORNAMENTAL SHRUBS — WHOLESALE - RETAIL

MOUNT VERNON NURSERY LADON HENSON

OFFICE AND SALESYARD
SOUTH SECOND STREET
MOUNT VERNON, WASH.

DAYTIME ED 6-2104
EVENINGS GA 4-5632

Feb. 20, 1968

Mr. Floyd Query
Sect.Oregon State Hwy. Comm.
Salem, Oregon 97310

#6619

Dear Mr. Query:

On April 7, 1967, We sold to Oosterwyk Landscaping or Nursery of 12420 Juanita Drive. N. E. Kirkland, Washington the following nursery stock:

406 Mahonia Aquifolium 2 gal, for a total of $406.00.

The above plants were for the Cornelium Pass job in Oregon.

I have written to Mr. Pete Oosterwyk, and called Mr. Paul Zeman, a member of the firm, and to this day haven't received any payment.

Am I corredt in stateing that the contractor has to show the state where all the bills have been paid before you will give him final payment for the job?

Any information you can give me would be appreciated.

Yours very truly,

La Don Henson

LA DON HENSON
MOUNT VERNON NURSERY

NOTED
FLOYD QUERY

RECEIVED
FEB 23 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 23 1968
ENGINEER
LSE-27(1)
6819

February 23, 1968

Bettis, Liberty and Reif
Attorneys at Law
160 N. W. Third Avenue
Canby, Oregon 97013

Attention: Mr. Raymond R. Reif

Contract 6819

Gentlemen:

Cline's Nursery claim referred to in your letter of February 22 was filed with us on October 3 and with the Secretary of State on October 11, 1967, under his File No. 4336. I believe this constitutes compliance with Oregon laws.

The contract was completed May 12, 1967, but has not yet been accepted by the Commission. So the six months' period for the filing of claims against the bond has not yet commenced to run.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

WADE P. BETTIS
DALE D. LIBERTY, SR.
RAYMOND R. REIF

BETTIS, LIBERTY & REIF
ATTORNEYS AT LAW
160 N.W. THIRD AVENUE
CANBY, OREGON 97013

TELEPHONE 266-1113
AREA CODE 503

February 22, 1968

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Oregon State Highway Department
Salem, Oregon 97310

Re: Oosterwyk Nurseries, Inc., Contract No. 6819
for Roadside Improvement on Cornelius Pass Road-
Barnes Road Section of the Sunset Highway in
Washington County, Oregon

Dear Sir:

Mr. Arthur C. Cline of Cline's Nursery, Route 2, Box 152, Canby, Oregon, has sought the assistance of this office in collecting a claim from Oosterwyk Nursery for $319.34 in regards to the above entitled matter.

We have your letter of October 11, 1967, to Cline's Nursery, wherein you acknowledged receipt of Cline's claim letter and stated that you were sending it to the Secretary of State for filing. I assume that this constitutes compliance with ORS 279.526 and ORS 279.528. Please advise.

Also, please advise the date which the work was affirmatively accepted by the State Highway Commission.

Your assistance in this matter is sincerely appreciated.

Very truly yours,

BETTIS, LIBERTY & REIF

Raymond R. Reif

RRR/nc
cc: Cline's Nursery
Route 2, Box 152
Canby, Oregon 97013

NOTED
FLOYD QUERY

RECEIVED
FEB 23 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 21 1968
AETNA
FOR FILING
LIFE & CASUALTY

Casualty & Surety Division
1201 S.W. Twelfth Avenue
Portland, Oregon 97205
222-9111

RECEIVED
FEB 14 7 58 AM '68
CLAY MYERS
SECRETARY OF STATE

LSF-37(1)

6819

February 13, 1968

Department of State
State of Oregon
Salem, Oregon

Gentlemen:

1. OBLIGEE: STATE OF OREGON-CONTRACT 6840 - PRINCIPAL: OOSTERWYK NURSERIES, INC. - BOND NUMBER: 81 S 4439 BC - OUR FILE: B 42 SC 74288 RG
2. OBLIGEE:STATE OF OREGON-CONTRACT 6730 - PRINCIPAL: OOSTERWYK NURSERIES, INC. - BOND: 81 S 3666 BC - OUR FILE: B 42 SC 67187 RG
3. OBLIGEE: STATE OF OREGON-CONTRACT 6819 - PRINCIPAL: OOSTERWYK NURSERIES, INC. - BOND: 81 S 4372 BC - OUR FILE: B 42 SC 80827 RG
4. OBLIGEE: STATE OF OREGON-CONTRACT 6828 - PRINCIPAL: OOSTERWYK NURSERIES, INC. - BOND: 81 S 4373 BC - OUR FILE: B 42 SC 75138 RG
5. OBLIGEE: STATE OF OREGON-CONTRACT 6735 - PRINCIPAL: OOSTERWYK NURSERIES, INC. - BOND: 81 S 3665 BC - OUR FILE: E 42 SC 69402 RG

We wish to alert you that we have filed with the State of Oregon, Department of State, an assignment of the funds on all of the above captioned jobs, to be paid directly to the AEtna Casualty and Surety Company.

Our Seattle office, which is coordinating the various claims, indicated that a check was drawn on the State of Oregon, Department of State, paid out of the State Treasury, to the order of Oosterwyk Nurseries, Inc. This check was dated January 31, 1968, warrant number 527486, agency number 734, check number 664636, State of Oregon, the State Treasurer, Salem, Oregon, in the amount of $4,670.15. We were concerned inasmuch as this check was sent directly to Paul Zeman of Oosterwyk Nurseries, Inc., instead of through ourselves, drawn to the order of the AEtna Casualty and Surety Company. As indicated in my first paragraph, we believe that this check was drawn as a mistake inasmuch as all of the funds on these jobs have been assigned to the AEtna Casualty and Surety Company.

Very truly yours,

Donald R. Clarke

Donald R. Clarke
Claim Representative

RECEIVED
FEB 15 1968
OREGON
STATE HIGHWAY COMMISSION



E-487-A

pts

Copy sent to Acct & Div

RECEIVED
DEC 27 1967
FOR FILING

LSF-27(1)

6819

December 26, 1967

Bauer and Bauer
Attorneys at Law
612 Portland Building
Portland 4, Oregon

Attention: Mr. Henry L. Bauer

Contract 6819

Gentlemen:

In your letter of December 21, you requested information concerning contracts held by Oosterwyk Nursery with the Oregon State Highway Department.

Oosterwyk Nurseries, Inc., have been awarded contracts as shown on the attached sheet.

On this list, you will note Contracts 6819 and 6828, although completed, have not yet been accepted by the Highway Commission. On these two contracts, we are retaining approximately $16,000 pending acceptance. This retained amount is the amount left after deduction of liquidated damages.

Attached are copies of the performance bonds which have been furnished with these contracts.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fm

BAUER & BAUER
ATTORNEYS AT LAW
612 PORTLAND BUILDING
425 S.W. WASHINGTON STREET
PORTLAND 4, OREGON

HENRY BAUER
HENRY L. BAUER
RON R. FUNDINGSLAND

TELEPHONE
223-6113

December 21, 1967

State Highway Commission
Salem,
Oregon

RE: Oosterwyck Nursery

Gentlemen:

Rich Northwest Nurseries, Inc. delivered a substantial amount of nursery stock to Oosterwyck Nursery to be used upon State Highway projects this past summer. $2,000.00 of this account remains unpaid. My last report from the attorney for Oosterwyck Nursery was that there was substantial moneys remaining to be paid on this contract. Can you advise me if there is in fact money remaining to be paid to Oosterwyck Nursery on account of its work during this past year for the State Highway Commission?

Also, if the Oosterwyck jobs have been accepted and paid, will you please let me know the date of acceptance and send me a copy of the bond or bonds covering their work.

Yours very truly,

Henry L. Bauer

Cc

HLB:gz

RECEIVED

Oosterwyk Nurseries Inc. 12/22/67

#6730 Completed: 9-1-66
Accepted: 3-1-67
Final'd. after 3-15-67

#6735 Completed 9-1-66
Accepted: 12-7-66
Final'd after 12-11-66
Final'd after 5-3-67

#6746 Completed 5-11-66
Accepted .. 4-4-67
Final'd after 4-13-67

#6819 Completed 5-12-67
Not accepted

#6828 Completed 9-29-67
Not accepted

#6840 Completed 12-21-66
Accepted 6-16-67
Final'd after 6-29-67
2nd Final'd after 9-1-67

RECEIVED
JAN 1 - 1968
WADE P. BETTIS
DALE D. LIBERTY
RAYMOND R. REIF
FOR FILING
LSF-2701
6819

BETTIS, LIBERTY & REIF
ATTORNEYS AT LAW
160 N.W. THIRD AVENUE
CANBY, OREGON 97013

TELEPHONE 266-1113
AREA CODE 503

December 21, 1967

Mr. H. R. Fields
Supervisor Claims Department
Aetna Life & Casualty
Casualty U Surety Division
1201 S.W. Twelfth Avenue
Portland, Oregon 97205

RE: YOUR FILE B 42 SC 80827 RG - STATE OF OREGON HIGHWAY DEPARTMENT OOSTERWYK NURSERIES INCORPORATED - CLINE'S NURSERY - CONTRACT NO. 6819

Dear Mr. Fields:

This office represents Arthur C. Cline of Cline's Nursery, Route 2 Box 152, Canby, Oregon, and the above matter has been referred to our attention.

We have been unable to contact Oosterwyk Nurseries, and it is our understanding that your company furnished the performance bond on this contract which was given to assure completion of the contract and payment of all bills incurred. We have your letter of October 17, advising our client that you were investigating this matter.

Before proceeding further, we would appreciate heraing from you as to your intention on this matter.

Your cooperation will be appreciated.

Very truly yours,

BETTIS, LIBERTY & REIF

/S/ Raymond R. Reif

RAYMOND R. REIF

RRR:LH
cc: Mr. Floyd Query,
Secretary, Oregon State Highway Commission
Oregon State Highway Department
Salem, Oregon 97310

NOTED
FLOYD QUERY

RECEIVED
DEC 22 1967
OREGON
STATE HIGHWAY COMMISSION

Cc

NOTED
C. W. HEAD

COPY

RECEIVED
DEC 5 - 1967

LSF-27(1)
6819

*Cline's Nursery*
EVERGREEN ORNAMENTALS
Rt. 2, Box 152, Canby, Ore., 97013

Dec. 1, 1967

Aetna Casualty & Surety Company
1201 S. W. Twelfth Ave.
Portland, Oregon 97205

Attn: H. R. Fields

Dear Sir:

RE: Your file B 42 SC 80827 RG - STATE OF OREGON HIGHWAY DEPARTMENT - OOSTERWYK NURSERIES INCORPORATED - CLINE'S NURSERY - CONTRACT NO. 6819

We have waited for 6 weeks for further word from you on this account. The account has been on our books for over seven months.

This is to advise you we are turning this matter over to our attorney for collection through court action unless payment is made prior to December 10, 1967.

Sincerely,

CLINE'S NURSERY

Filed with Sec. of State, 10/18/67
File No. 4336
C.H.

Arthur C. Cline

cnc

cc: State of Oregon Highway Department
Salem, Oregon 97310
Attn: Floyd Query, Secretary, Oregon State Highway Commission

NOTED
FLOYD QUERY

RECEIVED
OCT 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 5 - 1967
FOR FILING
LSF-27(1)
6819

November 1, 1967

#6

Costerwyk Nurseries, Inc.
% G. Robert Brain
902 Norton Building
Seattle, Washington 98101

Gentlemen:

The State Highway Commission at its meeting on October 31 considered your request for an extension of time on Contract No. 6819 on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

After considering the recommendation of the Engineer and other available information, the Commission waived the liquidated damages for the stop work period from January 6, 1967, through April 1, 1967.

Very truly yours,

Floyd Omery, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc Costerwyk Nurseries, Inc.
% Paul J. Zeman
1413 IBM Building
Seattle, Washington 98101

L. W. Rulien
Roy Pyle
L. H. Young
F. D. Morgan
C. H. Maison

FORM E-20 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 6, 1967

Salem, Oregon

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

SUBJECT: Cornelius Pass Rd.-Barnes Rd.
Roadside Improvement
Contract 6819
Second Request for Time Extension

Oosterwyck Nurseries, Inc., has submitted the attached request for time extension, which in effect seeks sufficient extension to eliminate all liquidated damages, 59 days liquidated damages at $75 per day, for a total of $4,425 have been charged. A stop work order was in effect on this project from January 6, 1967, to ~~March 9~~ April 1, 1967. Liquidated damages were not charged for this period, although the time control on this project is in calendar days, the specifications technically do not exempt stop work time from the day count.

An earlier request for extension was considered by the Highway Commission at it's January 31 meeting and was denied. This new request basically elaborates on the same reasons offered the first time, namely wet fall weather and late dormancy of certain plants.

The date of this contract is May 9, 1966, with 200 calendar days allowed, which made an expected completion date of December 20, 1966. The contractor did not start work until October 25 or some 5 1/2 months after the award. For this reason we were not sympathetic to the first request.

We have checked more thoroughly on two of the pertinent statements which the contractor has now presented.

1) The contractor alleges that weather conditions were not favorable all during the month of September "there being rain almost every day." We have checked the official climatological data for Forest Grove and Hillsboro for September and October and find that in September there was measurable rain on only 9 days at Forest Grove for a total of 1.69 inches (0.20 inches above normal); and on 8 days at Hillsboro for 1.49 inches total (0.05 inches above normal). In October there was measurable rain on 13 days at Forest Grove totaling 3.85" (0.01" below normal); and on 15 days at Hillsboro totaling 3.04" (0.27" below normal).

We therefore do not believe the contractor's information is factual, and furthermore weather is not a valid reason for extension under the specifications.

2) The contractor states "we did prepare the planting areas during October, 1966." As mentioned above, the very first activity on the project was on October 25, and during the remainder of October one man worked 3 1/2 days with a tractor. This was used in scalping planting areas but all planting areas were certainly not prepared by one man in 3 1/2 days.

There is some validity to the contention that decidious plants reached dormancy later than usual last year. You will note the Division Office recommends the requested time extension for this dormancy reason. This reason was accepted for time extension on the "Q" St. Interchange - 15th St. project. We doubt that this was a controlling factor on the progress of the subject contract however. I have discussed this further with Mr. Astrup who points out that this late dormancy affected only part of the required planting materials. Ground cover plants, for instance, are grown in containers and could have been planted much earlier in the fall. We checked the list of plants with a large Portland nursery and in their opinion, they became dormant at various times from October 1 to December 1. The contractor worked 5 weeks in April and May of this year to complete the project but this included much work besides tree planting.

We cite the following differences between "Q" Street and this project. The "Q" St. time expired December 1 whereas the allowed time here ran to December 20. On December 1 the "Q" St. project was 60% completed, whereas this project was only 2% completed. The "Q" St. contractor started effective work about August 1, whereas effective work with a regular crew started November 15 on the subject project. (The extension granted at "Q" St. did not include the late time used in preparing planting beds.) The contractor ~~agrues~~ argues that even had the planting beds been prepared, the late dormancy and wet weather ground conditions would have prevented completion. Our field people agree. The report shows the contractor actually did plant trees 3 days the week ending December 10. We note the report for week ending November 26 includes the statement "contra ctor has had a small planting crew on the job all week but has done very little planting as he did not have manure and guying materials on hand."

With this poor record of performance we simply cannot recommend extension. We believe there were causes for delay which were under the contractor's control which overshadow any causes which were beyond his control. We recommend extension only for the ordered stop work period. A rough draft letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By: John A. Bond
John A. Bond
Staff Assistant

JAB:ss

cc: L. H. Young
Mark H. Astrup

RECEIVED
OCT 31 1967

FOR FILING October 24, 1967

6SF-27(1)

6819

McFarland Sawdust
3206 S. E. 65th Ave.
Portland, Oregon - 97206

Gentlemen:

OUR FILE: B A2 SC 80827 RG - OOSTERWYK NURSERIES, INC. - STATE HIGHWAY DEPARTMENT - CONTRACT NO. 6819 - CORNELIUS PASS

This is to acknowledge receipt of your letter dated October 7, which was directed to the Oregon State Highway Department and in which you state that Oosterwyk Nurseries, Inc. owe you $3,112. for sawdust delivered to the above contract job.

As this Bond was issued pursuant to Sections 279.310 to 279.320 inclusive and 279.510 of the Oregon Revised Statutes and Amendments, reference is made to these Statutes and Amendments in connection with the coverage provided by the Bond.

We are currently investigating your claim. Meanwhile since our present information is limited, you will appreciate our attention to this should be considered as without prejudice to the position to any party.

Sincerely,

H. R. Fields, Supervisor
Claim Department

HRF:bk

cc: Oregon State Highway Commission
Floyd Query, Secry.
cc: Home Office Bond Claim - G. F. Smith, Atty.
cc: Seattle, Wash.
cc: Eugene, Oregon

NOTED
FLOYD QUERY

RECEIVED
OCT 26 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
OCT 31 1967
FOR FILING

bcc: Seattle
HO Bond Claim, Attn: G. F. Smith, Attorney

LSE-27(1)
6819

October 17, 1967

Cline's Nursery
Evergreen Ornamentals
Route 2, Box 152
Canby, Oregon 97013

Attn: Arthur C. Cline

Dear Sir:

RE: OUR FILE B 42 SC 80827 RG - STATE OF OREGON HIGHWAY DEPARTMENT - OOSTERWYK NURSERIES INCORPORATED - CLINE'S NURSERY - CONTRACT NO. 6819

This is to acknowledge receipt of your letter dated October 3, which was forwarded to the State of Oregon Highway Department.

This bill and your letter are being sent to the principal in Seattle for their attention.

In addition, we shall arrange for an early investigation of this matter. Meanwhile, since our present information is limited, you will appreciate that our attention to this should be considered as without prejudice to the position of any party.

Very truly yours,

H. R. Fields

H. R. Fields, Supervisor
Claim Department

NOTED
FLOYD QUERY

pta

cc: State of Oregon State Highway Department
Salem, Oregon 97310
Attn: Floyd Query, Secretary, Oregon State Highway Commission

Cc

RECEIVED
OCT 26 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RETEIVED
OCT 16 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

Claim File #4335
FILED
CLAIMS
LSF-27(1)
6819

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OCT 12 3 44 PM '67
CLAY MYERS
SECRETARY OF STATE

October 12, 1967

McFarlane Sawdust
3206 S. E. 6th Avenue
Portland, Oregon 97206

NOTED ON CARD

Gentlemen:

This is in reply to your claim letter of October 7 informing us that Pete Oosterwyk owes you $3,112.00 for sawdust.

You state that this was furnished on the Oosterwyk Nurseries, Inc., Contract No. 6819 for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of your claim and we will also forward it to the Secretary of State for filing. This contract was completed on May 12, 1967, but has not yet been accepted by the Highway Commission.

Please advise this office when your claim has been satisfied.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
OCT 16 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

Portland, Oregon
October 7, 1967

Oregon State Highway Department,
Landscaping Department,
Salem, Oregon.

Attention: Mr. Astrop.

Dear Sir:

This is to file claim against job we did for Pete Oosterwyck, Contractor, Kent, Washington.

Job #6819 Cornelius Pass Road-Barnes Road, Washington County, Oregon, May 2-10, 1967.

| | | |
|---|---|---|
| 293 units sawdust loaded from stockpile and applied with blower truck | @ 10.00 | 2930.00 |
| 13 units sawdust hauled from Portland and applied with blower | @ 14.00 | 182.00 |
| | | $3112.00 |

We have kept in close contact with the Resident Engineer and he informed us that the final reports for this job are ready to send in.

Elsie A. McFarlane

McFarlane Sawdust
3206 S.E. 65th Ave.
Portland, Oregon 97206

RECEIVED
OCT 11 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 13 1967
FOR FILING

LSF-27(1)
1 1 14

October 12, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 6
October 31, 1967 Meeting

Gentlemen:

Oosterwyck Nurseries, Inc., has made a second request for time extension on the Cornelius Pass Road-Barnes Road roadside improvement project on the Sunset Highway. This is Contract No. 6219 in Washington County. An earlier request for time extension, made before the project was completed, was denied by your action at the January 31, 1967 meeting. The contractor seeks extension which would, in effect, delete all liquidated damages for reasons of allegedly excessive rainfall in the fall of 1966 and unusual late dormancy which delayed availability of some of the planting materials.

Weather conditions are ordinarily not a valid reason for extension under the specifications. A check of the official climatological data for two locations closest to the project shows that September rainfall was only slightly above normal and October was actually below normal.

Due to rather mild fall weather, deciduous plants were a little later than usual in reaching a dormant status suitable for transplanting; however, after a close study of the circumstances surrounding progress of this contract, we do not believe this reason was primarily responsible for late completion. The contract is dated May 9, 1966, with 200 calendar days allowed which expired December 20, 1966. The contractor did no work on the project until October 25 and did not have a regular crew effectively working until November 15. Much of the contract work, such as preparation of planting beds, adding topsoil, and some of the

planting could have been done much sooner. We therefore believe the primary causes for the late completion were under the contractor's control.

Because of unsuitable planting conditions for good horticultural practice, a stop work order was in effect on this project from January 6, 1967 through April 1, 1967. The project was completed on May 12, 1967, with liquidated damages charged for 59 days (exclusive of the ordered stop work period), in the amount of $4,425.

It is recommended that the liquidated damages be waived for only the stop work period. This matter will be on the agenda for your consideration at the October 31 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Encl.

cc Floyd Query
F. B. Klaboe
V. D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. W. Rulien

JAB:ss kf

M-320 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date July 24, 1967

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 200 days to 344 days, within which to complete our Contract No. 6819, without the assessment of liquidated damages. The said contract is described as follows:
Roadside Improvement Cornelius Pass Rd. to Barnes Road on Sunset Hwy.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

as per enclosed letter

Respectfully submitted,

OOSTERWYK NURSERIES, INC.
Contractor

By
Secretary

## CONSENT OF SURETY

Date AUG 17 1967, 19

We, THE AETNA CASUALTY & SURETY COMPANY

, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Paul J. Huntzinger Attorney-in-fact

Paul J. Huntzinger

(SEAL)

James K. Wellman Resident Agent

James K. Wellman

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6819 Contractor Oosterwyk Nurseries, Inc.

Highway Sunset

Section Cornelius Pass Rd. - Barnes Rd.

Kind of Work Roadside Improvement

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or GRANTED. The reasons for such recommendation are as follows: Extension recommended for the ordered stop work period only, January 6, 1967 to March 3, 1967.

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6819 |
| Project designation | LSF-27(1) (State-Federal) |
| Date awarded | May 9, 1966 |
| Work started | October 25, 1966 |
| Per cent completed | 100 % May 12, 1967 (Date) |
| No. of ~~Workdays~~ Allowed | 200 Calendar days |
| No. of ~~Workdays~~ Used | 344 Calendar |
| No. of Added ~~Workdays~~ Requested | 144 |

SP*0200-734

LAW OFFICES
MERGES, BRAIN & HILYER

EDWARDS E. MERGES
G. ROBERT BRAIN
GALE P. HILYER, JR.

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

August 14, 1967

Oregon State Highway Department
5821 Northeast Gilsan
Portland, Oregon

Re: Roadside Improvement - Cornelius Pass Road to Barns Road
Contract No. 6819

Attention: Mr. Roy Pyle

Dear Mr. Pyle:

In conversations with Mr. Zeman, of this office, and Mr. Bond, of the Highway Department in Salem, it was suggested by Mr. Bond that we make a request for extension of time on Contract No. 6819 through channels at this time. Although a previous request was made, we are setting forth in more detail the request as suggested by Mr. Bond and would appreciate your considering the same.

Weather conditions in the area of this particular project were not favorable for the type of work we were doing all during the month of September 1966, there being rain almost every day. We did prepare the planting areas during October 1966, and if the weather had been favorable, the project would have been completed in time. The mild, but rainy weather, did delay the normal, dormant state of the needed plant material and the growers could not dig the plant material as outlined in the current issue of American Standards for nursery stock. There is also required by your specifications in Sec. 751-1-2 and 751-3-1.

The planting area especially along the roadsides have been inaccessible for proper procedures since October 1966, and even in May 1967 many places were still wet and soggy. Several areas were dug out by us and dry topsoil placed in the beds so the plants could be planted properly. This inclement weather delayed our operation much more than the 144 days that we now request on the extension of time.

It is necessary, you realize, for the contractor to comply with the specifications and good horticultural practices. The particular conditions existing in Oregon in the Fall of 1966 made it impossible for our suppliers to dig some of the shrubs, trees and material necessary to be planted under this particular contract as the dormant season did not come as it should, but extended much later in the season until the soil conditions were impossible to remove the plants without damaging the plants and the soil conditions at the job site were not favorable for planting. This unfavorable weather which is an act of God and an unavoidable delay has prevented us from performing the contract in the time specified. We also feel that if we had proceeded to plant in spite of the weather, we would have violated the specifications and the job would not have been up to the standards that I am sure you requested. As you recall at one time you informed Mr. Oosterwyk that he could plant but that you would not approve it because of the condition of the soil.

We were willing and able to proceed with the planting all during this period of time and a check of the daily reports made by your inspector will show that the moment we could comply with the specifications and plant the material in accordance with good horticultural practices and could receive the material in proper condition from our supplier, we proceeded to complete the project and did not hesitate to expend large amounts of overtime in order to make a satisfactory job.

We therefore request an extension of time in the amount of 144 calendar days for the reasons set forth above.

Very truly yours,

G. ROBERT BRAIN

GRB:sm

RECEIVED
OCT 17 '67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

Claim File #4336
FILED
CLAY MYERS
SECRETARY OF STATE
LSF-27(1)
6819

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OCT 13 1 35 PM '67
CLAY MYERS
SECRETARY OF STATE

October 11, 1967

Cline's Nursery
Evergreen Ornamentals
Route 2, Box 152
Canby, Oregon 97013

NOTED ON CARD
wlm

Gentlemen:

This will acknowledge receipt of your claim letter of October 3 and attached invoice stating that Oosterwyk Nursery owes you $319.34 for plant material on the Cornelius Pass job site.

This appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6819 for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the contract and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also send it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
OCT 16 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

CLINE'S NURSERY
EVERGREEN ORNAMENTALS
ROUTE 2, BOX 152
CANBY, OREGON 97013

Oct. 3, 1967

State of Oregon
Dept. of Hiways
Salem, Oregon

Dear Sirs:

This is to acquaint you with the problem of being unable to collect for plant material used on the Cornelius Pass jobsite.

On April 19, 1967 I did deliver upon order of Oosterwyck Nursery, 427 Abelia Grandiflora, to the Cornelius pass project. In spite of repeated efforts to collect for this material I have yet to be paid. The original sum of $319.34 is now 120 days past due beyond the 60 day terms.

Please advise as to any recourse that may be available.

Sincerely,

CLINE'S NURSERY

A C Cline

Arthur C. Cline

ACC:cc
enc: copy of billing

NOTED
FLOYD QUERY

RECEIVED
OCT 10 1967
OREGON
STATE HIGHWAY COMMISSION

# CLINE'S NURSERY

— CONTAINER STOCK —

Ornamentals, Azaleas, Ground Covers, Heather, Hedge Plants

Rt. 2, Box 152
Canby, Oregon 97013
Phone 651-2580

0213

SOLD TO. Castanyk Nursery 4-15 1967

ADDRESS 12420 Juanita Dr. N.E. Kirkland Wn.

| QUAN. | DESCRIPTION | PRICE | TOTAL | |
|---|---|---|---|---|
| 427 | Abelia Grandiflora 3gl | 90 | 324 | 30 |
| | Less 20% | | 76 | 46 |
| | | | 307 | 34 |
| | Delivery from Nursery to Jobsite @ 12¢ mi | | 12 | 00 |
| | | | 319 | 34 |
| | 10-24-41 5mo Int. | | 16 | 29 |
| | | | 335 | 63 |

Larson

Resident Engineer
Ray Pyle
5821 NE Clinton

Letter 1-6-1
1-1-1

THE CANBY HERALD

RECEIVED
OCT 2 1967

FOR FILING
LSF-27(1)
6819

BP*23811.734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 28, 1967
Salem, Oregon

To: L. W. Rulien
Division Engineer
PO Box 02157
Portland, Oregon 97202

SUBJECT: Contractor's Claims
Cornelius Pass Rd.-Barnes Rd. Section
Sunset Highway
Roadside Improvement Project
Contract No. 6819

ATTENTION: Mr. C. T. Keasey

We have reviewed your August 25 letter and attachments and have discussed the contents with Mr. Astrup. Mr. Brain seeks additional compensation on some four items as follows, plus an unspecified amount for stolen plant material and return of all liquidated damages:

(1) $170.31 - Deduction made from contractor's payments for ditch cleaning done by State Forces. The contractor agreed at the time to the necessity of this work and that it was more efficient for our people to do it. The amount involved seems fair and reasonable to us.

(2) $760 - This is for 38 hours dozer time which is the alleged cost of salvaging and utilizing the scalping materials in the planting beds. Mr. Astrup does not believe that he, in any way, instructed the contractor to follow this procedure. Had the contractor not utilized the scalping material in this manner he would have had to dispose of it, presumably by loading and hauling it away. It would seem, therefore, that the contractor was spared expenses which he does no t take into account in deriving his claim. We do not believe there is a valid basis for the claim anyway.

(3) $325 - Planting areas prepared but not used - The contractor gives no itemization of this figure and in view of Mr. Pyle's detailed description of the circumstances, particularly the lack of any timely notice of claim, we concur that there is no basis for adjustment.

(4) $1500 - Alterations in planting locations - Section 4-2 of the Specifications allows the State to make changes and alterations in details of the construction. Under other sections additional compensation is due only when these changes bring about a change in the Unit Cost. The contractor does not explain how this Unit Cost was changed here and in fact gives no derivation of the $1500 amount. There is also a special provision under Section 107-3.4 that might apply here wherein the State reserves the right to vary the quantity of top soil to adjust to field conditions. In reading Mr. Pyle's discussion on this item we wonder if the contract has, to some extent, duplicated some of the cost he claims under item #2 above. At any rate from the information available, we concur that there is no basis for an adjustment.

The liquidated damages is being handled as a separate matter. We are forwarding the second request for time extension to higher authority with a negative recommendation.

The Legal Division wrote to Mr. Brain on May 8, 1967, regarding the alleged plant loss. When and if the contractor makes any further demand on this item we suggest it be forwarded to Legal for handling.

We assume that you will now direct a response to Mr. Brain on the claim matters.

F. D. Morgan
Construction Engineer

By: John A. Bond
John A. Bond
Staff Assistant

JAB:ss

cc: F. B. Klaboe
M. H. Astrup

SEP 29 1967
OFFIC[illegible]
STATE HIGHWAY ENGR.

RECEIVED
SEP 14 1967
FOR FILING

LSE-27(1)
6819

September 14, 1967

Knight Pearcy Nursery
P. O. Box 12
Salem, Oregon

Gentlemen:

Thank you for your letter of September 7 advising us that your claim against Costervyk Nurseries, Inc., has been settled through Aetna Casualty and Surety Company.

You state this is in reference to the Costervyk Nurseries, Inc. Contract No. 6819 for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

Our records indicate that this claim was for materials in the amount of $421.90 which was filed with the Secretary of State on July 24, 1967.

This information is being noted in our records and we will advise the surety and the agent that your claim has been satisfied.

Very truly yours,

Floyd Oberry, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Costervyk Nurseries, Inc. (2)
The Aetna Casualty & Surety Co.
Robert B. Clarke

Commission

9-14-67

Phone 364-4157

Salesyard and Nursery
on 99E (Portland Hiway)
1 Mile South of Brooks

# KNIGHT PEARCY NURSERY

MAIL ADDRESS: P.O. BOX 12
SALEM, OREGON

State Hiway Comm
Salem Ore

9/7/67

Gentlemen:-

Regarding contract 6819, Oosterwyck nursery. We advised you some time ago that tuis firm owed us for nursery stock used on above contract.

This claim has been seetled thru Aetna Surety co.We are now all clear.

Yours truly
Knight Pearcy nursery

K Pearcy

Cl

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
SEP - 8 1967
OREGON
STATE HIGHWAY COMMISSION

LSF-27(1)

FORM 8.1 REV 12.61

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Cornelius Pass Rd.- Barnes Rd. | | WEEK ENDING: August 5, 1967 |
| | | SECTION PREFIX: 34-0902 |
| HIGHWAY: Sunset | | COUNTY: Washington |
| NAME OF JOB: Cornelius Pass Rd.-Barnes Rd. | KIND OF WORK: Roadside Improvement | |
| CONTRACTOR: Oosterwyk Nurseries, Inc. | CONTRACT NUMBER: 6819 | FEDERAL AID PROJECT NUMBER: LSF-27(1) |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: October 25, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0 | SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS: 200 | WORK DAYS USED / CALENDAR DAYS USED: 344* |
| | SPECIFIED COMPLETION DATE: | PERCENT OF TIME ELAPSED: 172% |
| PROJECT AUTHORIZATION: $ 63,534.81 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100% |
| EXCLUSIVE OF ENGINEERING: $ 59,007.49 | ENGINEERING AUTHORIZATION: $ 4,517.32 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 57,963.75 | ENGINEERING COST TO DATE: $ 5,047.89 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100% |
| ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN . . . . . 2 % | PERCENT OF AUTHORIZATION . . . . . 111 % | DATE PROJECT WAS COMPLETED: May 12, 1967 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| | | | Planting ~~GRADING~~ | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
| MILES IN PROJECT | | | 5.85 | | | | |
| MILES PARTIALLY COMPLETED | | | 5.85 | | | | |
| MILES COMPLETED | | | 5.85 | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | | | |
| AVERAGE DAILY QUANTITIES | | | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | |
| HOURS PER SHIFT | | | | | | | |

EQUIPMENT USED DURING THE WEEK: none

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | Calendar | | | | | | |

| | WEATHER | ~~WORK~~ DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Fair | 0 | | |
| MONDAY | " | 0 | | |
| TUESDAY | " | 0 | | |
| WEDNESDAY | " | 0 | | |
| THURSDAY | " | 0 | | |
| FRIDAY | " | 0 | | |
| SATURDAY | " | 0 | | |

Routing
RECEIVED
BEN GIFFORD

*Includes 85 days during period covered by Stop Work Order Jan.6, to Mar. 31, 1967.

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

**REMARKS**

Project completed.

Semifinal estimate was submitted to Division [redacted] Office August 1, 1967.

cc: Landscape Dept.

SIGNED Roy W. Pyle LOCATION Portland, Oregon

Roy W. Pyle

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

FORM E-1

RECEIVED
JUL 26 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD

DAVID B. SIMPSON, MEMBER
PORTLAND

Fred W. Hill
Helix
L 8 17

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 21, 1967

RECEIVED
JUL 24 8 39 AM '67
CLAY MYERS
SECRETARY OF STATE

Knight Pearcy Nursery
P. O. Box 12
Salem, Oregon

Claim File #4311
FILED
JUL 24 1967
CLAY MYERS
SECRETARY OF STATE

NOTED ON CARD
wh

Gentlemen:

This is to acknowledge receipt of your letter of July 18 stating that Oosterwyk Nursery owes you for materials in the amount of $421.50.

From the description given in your letter, this appears to be in connection with the Oosterwyk Nurseries, Inc., Contract No. 6819 for roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

Please let us know when your claim is paid, so that we may clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: The Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

RECEIVED
JUL 25 1967
OREGON
STATE HIGHWAY COMMISSION

Phone 364-4157

Salesyard and Nursery
on 99E (Portland Hiway)
1 Mile South of Brooks

# KNIGHT PEARCY NURSERY

MAIL ADDRESS: P.O. BOX 12
SALEM, OREGON

7/18/67

State Hi.ay Comm
Salem Ore

Gentlemen:-

This is to adyise you that we have [illegible] $421.5o due us from Oosterwyck nursery, for materials sold them for use on the Cornelius-Barnes Road section Roadside i.provment. We can get no response to repeated requests for pay,ent.

Yours truly
Knight Peardy nurs.ry

Knight Pearcy

NOTED
FILE QUERY

RECEIVED
JUL 19 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 29 1967
FOR FILING
( ) (1)
6719

May 26, 1967

The Aetna Casualty & Surety Company
1201 S. W. Twelfth Avenue
Portland, Oregon 97205

Attention: Mr. W. W. Laughlin, Superintendent
Claim Department

Gentlemen:

Yesterday we received from your company six letters concerning the disposition of further payments on our Contract Nos. 6730, 6735, 6746, 6819, 6828, and 6840 awarded to Oosterwyk Nurseries, Inc.

The letters appear to be identical and in the last paragraph the statement is made "that all further payments under this contract should be made only to The Aetna Casualty & Surety Company or with its written consent." These instructions were discussed by phone with Mr. Laughlin and Mr. Fields. I explained to them that we had three checks that we are now holding in compliance with your telephone instructions given to us on May 11. These checks, of course, are made payable to Oosterwyk Nurseries, Inc. The question I asked was if the surety would demand that the checks payable on these contracts be assigned to the surety company, in which case the checks would have to be rewritten on the basis of a formal assignment, or if it would be agreeable to mail the checks payable to Oosterwyk Nurseries, Inc., in care of the surety. Mr. Fields advised me that the checks could be mailed as they are to the Casualty & Surety Division, 1201 S. W. Twelfth Avenue, Portland, Oregon 97205, Attention: Mr. W. W. Laughlin.

It is my understanding that we are now holding in our custody a warrant on Contract No. 6730 for $4,662.81, a

warrant on Contract No. 6819 for $38,572.35, and a warrant on Contract No. 6840 for $15,423.61. We are requesting our Accounting Division to forward these checks to you as you have requested.

Unless you instruct us otherwise, additional checks on these contracts will be forwarded to you in the same manner.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

cc Oosterwyk Nurseries, Inc.

Mr. Fields
The Aetna Casualty & Surety Company

bc Mr. Frank McKinney

Mr. C. H. Maison

Ætna
LIFE & CASUALTY

Casualty & Surety Division
1201 S.W. Twelfth Avenue
Portland, Oregon 97205
222-9111

May 22, 1967

REGISTERED MAIL

State of Oregon
State Highway Department
Salem, Oregon - 97310

Attention: Mr. Floyd Query, Secretary

Dear Mr. Query:

FILE: 42 SC 80827 RG - OOSTERWYK NURSERIES, INC.
STATE OF OREGON - STATE HIGHWAY DEPARTMENT - CONTRACT NO. 6819

This refers to the contract entered into between the State of Oregon and Oosterwyk Nurseries, Inc. for the construction of improvements at Cornelius Pass, Oregon and to the Bond 81 S 4372 BC, effective 5-9-66 and in the penal sum of $56,416.50, executed by The Ætna Casualty and Surety Company on behalf of Oosterwyk Nurseries, Inc. conditioned for the faithful performance of that contract and for the payment of labor and materials bills in connection therewith.

As a condition to our execution of this bond Oosterwyk Nurseries, Inc. executed in favor of The Ætna Casualty and Surety Co. and Application for Contract Bond and Agreement of Indemnity, a photostatic copy of which is attached. We direct your attention to Paragraphs - Third, Fourth and Fifth on Page Three of this Application and Agreement.

By reason of the failure of Oosterwyk Nurseries Inc. to pay labor and material bills incurred in connection with the performance of other contracts, specifically 6730, 6735, 6828 and 6840, the assignment of contract funds to The Ætna Casualty and Surety Company as specified in the enclosed Bond Application is in full force and effect. In addition, we claim the unpaid contract funds by reason of our equitable rights as surety.

Therefore, you are hereby notified that all further payments under this contract should be made only to The Ætna Casualty and Surety Company or with its written consent.

Very truly yours,

W. W. Laughlin

W. W. Laughlin, Superintendent
Claim Department

RECEIVED
MAY 25 1967
OREGON
STATE HIGHWAY COMMISSION

S

# *The Ætna Casualty and Surety Company*

*Hartford, Connecticut*

Branch Office or General Agency: Seattle, Wn.

## APPLICATION FOR CONTRACT BOND AND AGREEMENT OF INDEMNITY

Bond Number: 81 S 4372 BC

**NOTE!** { Copy of contract, specifications and drawings, and applicants financial statement must accompany this application and all questions answered fully. The Company reserves the right to decline this application and to withhold reason for declination, as all information relative thereto is regarded as confidential.

1. Full name of applicant Oosterwyk Nurseries, Inc. Age .....
   (Give full name. If corporation, give exact corporate title.)
2. Business address .....
   (Street, City and State)
3. Kind and amounts of bonds required: Proposal Bond $..... Faithful Performance Bond $ 56,416.50
   Labor and Material Bond $..... Advance Payment Bond $..... Maintenance Bond $.....
4. If bond applied for is Proposal Bond what is approximate amount of contract $..... Date of Bid Opening ..... 19.....
5. The amount of contract is $ 56,416.50 Date of Award May 9, 1966 Date of Contract .....
6. To whom is bond given Oregon State Highway Department
   (Give full name. If a corporation, give exact corporate title.)
   Business address Salem, Oregon
7. Nature of contract Cornelius Pass Rd - Barnes Rd. Roadside Improvement as per Contr No. 6819
   (Give concise description and location.)
   Sunset Highway in Washington County, Oregon
8. Name and address of Engineer or Architect in charge of work .....
9. Date work is to start ..... Completed by ..... Penalty for non-completion .....
10. Are any payments made in bonds, mortgages, stocks, certificates, warrants, assessments, etc.? .....
11. Percentage retained from payments until completion .....
12. How long must work be kept in repair, or guaranteed, after completion? .....
    Is this repair or maintenance guarantee limited to defects in workmanship and materials? .....
    If not, describe guarantee fully .....
13. Applicant's estimate of cost (excluding profit) $..... Estimate of Engineer or Architect $.....

| NAMES AND LOCATIONS OF BIDDERS | AMOUNT OF BASE BID |
|---|---|
| APPLICANT | $ |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

(5-891-L)

**Tenth:** That in event any claim is filed with the company on the bond herein applied for, or if any suit is brought against the company on said bond or in connection therewith, the indemnitor(s) hereby covenan. and agree to immediately on demand deposit with the company in current funds an amount sufficient to indemnify it up to the full amount claimed or sued for.

**Eleventh:** That no act or omission of the company in modifying, amending. limiting or extending any instrument executed by the company and no assent or refusal to assent by the company to any modifications, amendments, limitations or extensions of the original contract or any supplemental or other agreements whatever, shall in any wise affect the liability of the indemnitor(s) hereunder, nor shall the indemnitor(s) be released from this obligation by reason thereof; and it is further agreed that the company may alter, change, modify, amend, limit or extend any instrument and may execute renewals thereof, or other and new obligations in its place or in lieu thereof, or may assent to such alterations, changes, modifications, amendments, limitations or extensions of any instrument without notice to the indemnitor(s), notice being expressly waived, and in such case the indemnitor(s) shall be liable to the company as fully and to the same extent on account of any such changed, modified, limited or extended instrument or such renewals thereof, or other or new obligations in its place or in lieu thereof, as fully as if such instrument were described at length herein.

**Twelfth:** That these covenants shall be binding not only upon the indemnitor(s), jointly and severally, but as well upon their respective heirs, executors, administrators, successors and assigns, and the indemnitor(s) hereby affirm that their liability under this instrument is not dependent upon the procurement of any other signatures to same.

**Thirteenth:** The words indemnitor(s), applicant(s), and principal(s), or personal pronouns used to refer to said words, shall apply regardless of number or gender.

**Fourteenth:** If application is for proposal or bid bond and if the applicant is awarded the contract the applicant shall not be obligated to secure his "contract" bond from the Company nor shall the Company be obligated to sign such bond.

WITNESS the following signature(s) and seal(s) this 9th day of May 1966, homestead and all other exemptions being hereby expressly waived.

Witness ..... ..... Applicant (Seal)
Individual

..... Applicant (Seal)
Partnership

Witness ..... By: .....

Oosterwyk Nurseries, Inc. Applicant (Seal)
Corporation

Attest: ..... Secretary By: ..... President

**NOTE:** The signature of the applicant(s) who are principal(s) in said bond, and each indemnitor who is not an applicant, must be witnessed. Where a co-partnership signs as indemnitor and not as applicant, firm name must be signed and also the signature of each member of the firm.

In consideration of The Ætna Casualty and Surety Company executing the bond hereinabove applied for, we jointly and severally join in the foregoing indemnity agreement.

**If indemnitors are individuals sign here:**

**INDEMNITORS:**

Witnesses:

..... Witness as to ..... (Seal)

..... Witness as to ..... (Seal)

..... Witness as to ..... (Seal)

**If indemnitor a partnership or corporation sign here:**

..... (Seal)
Partnership or Corporation

Witness ..... By: ..... (Seal)

Witness ..... ..... (Seal)

Witness ..... ..... (Seal)

Witness ..... ..... (Seal)

FORM E-1208 SDH 7-66

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 8, 1967

Merges, Brain & Hilyer
Attorneys at Law
902 Norton Building
Seattle, Washington 98104

Attention: Mr. C. Robert Brain
of Oosterwyk Nurseries

Dear Mr. Brain:

Your letter of April 28, 1967 in the name of Oosterwyk Nurseries, or as its attorney, I am not certain which, has been referred to me for reply.

The Highway Department is quite concerned about the pilferage and thievery to which Oosterwyck Nurseries is being subjected on this project the same as it is for the mounting vandallism and theft on any public property. Requests have been made to local and state law enforcement officials to increase their patrol activities in the area looking toward reducing the pilferage of which you complain.

It is appropriate also to call to your attention that such public law enforcement cannot be substituted for the contractor's obligation under the contract to have the full charge and care of the work undertaken and "shall take every precaution against injury or damage to any part thereof by the elements, or from any other cause".

I must also take exception to the implication of a possible claim against the State for the losses sustained both as to the legal responsibility under the contract and the factual basis. In my opinion the responsibility for completing the work in every particular is on the contractor and he must bear the losses resulting from destruction or damage before completion.

Very truly yours,

C. E. ROHDE
Chief Counsel

CER:hg
cc - Mr. Forrest Cooper
Mr. R. L. Porter

R. L. PORTER NOTED

RECEIVED
MAY 9 1967
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
Cobb
BY DEPUTY STATE HIGHWAY ENGINEER
Please answer

REFERRED TO
Admin
BY SECRETARY

LAW OFFICES
MERGES, BRAIN & HILYER

EDWARDS E. MERGES
O. ROBERT BRAIN
GALE P. HILYER, JR.

606 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

April 28, 1967

Oregon State Highway Commission
Salem, Oregon

Oregon State Patrol
Salem, Oregon

Bureau of Public Roads
222 Southwest Morrison
Portland, Oregon

Portland

Gentlemen:

The undersigned Corporation is presently involved in doing landscaping on the Sunset Highway in Cornelius Pass, Oregon.

We have already reported prior to this time to the State Patrol, but as fast as we are getting plants planted into the ground during the night, the same night sometimes, the plants are being stolen by thieves which in our interpretation would be a Federal crime as well as a crime under the laws of the State of Oregon.

If this robbery were kept to a minimum as might be expected, there would be no particular problem as far as we are concerned. A slight bit of pilfering happens on many of these projects, but in this particular case, we are losing as much as 44 Juniper Tams in one night which would necessitate a person arriving with a truck and crew to remove them.

Orig to Cobb copy to Nelson 5-5-67

We, of course, take the position that once these are planted in the ground, they become the property of the State of Oregon. As long as the pilfering were at a minimum, we would not take any claim against the State or the Federal government for the plants stolen, but this is becoming out of hand. By our rough calculation, more than $1,000 of plants has been stolen in thelast two weeks.

Larry-
This is the matter we discussed by phone on May 4, 1967.
Cobb will answer.
R.L.P.

I would therefore request that the State of Oregon Highway Commission, the State Patrol and the Bureau of Public Roads take what steps they can to protect their plants which are being systematically stolen by someone who obviously is using them for resale.

Very truly yours,

G. ROBERT BRAIN
of OOSTERWYK NURSERIES

GRB:sm

RECEIVED
MAY 2 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 11 1967

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

May 5, 1967

NOTED
R. L PORTER

LSF-27 (1)

1114

To: Mr. Forrest Cooper
State Highway Engineer
Salem

SUBJECT: Alleged Thievery
Landscape Project
Cornelius Pass Rd.-Barnes Rd.
Sunset Highway
Contract 6819

As per your telephone call, you will find attached a copy of a report from Roy Pyle, resident engineer on the subject project, and a sketch map indicating the area from which plants have allegedly been stolen.

The only facts which we know first-hand from our own personnel are that around 2:30 P.M. on April 11, 1967, plant materials were on the job ready to be planted in beds near Cornelius Pass Road and that at about 9:00 A.M. the next morning, April 12, 1967, these beds were fully planted. All of our other information is hearsay and, in fact, stems from the contractor or his representatives on the job. The latest information as far as we can determine it from what the contractor says is that they lost approximately 44 juniper plants and that of these 44, possibly 12 had not been planted and 32 were stolen from holes in the ground. If this was the case, then the contractor had the holes filled with new juniper plants by the time our inspector arrived on the job the next day.

L. W. Rulien
Division Engineer

LWR:lh

Enc

cc: R. L. Porter
F. D. Morgan
Roy Pyle

RECEIVED
MAY 8 1967
STATE HIGHWAY ENGINEER

FORM E-30 50M 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 5, 1967

To: Mr. L.W. Rulien
Division Engineer
Portland, Oregon

SUBJECT: Stolen Plant Material
Cornelius Pass Rd.-Barnes Rd.
Sunset Highway
Contract No. 6819

At 2:30 P.M. April 11, 1967 I received a call from Oosterwyk's foreman that they were on the job and requesting me to come out. When I arrived they were tilling and preparing beds near Cornelius Pass Road,. They had brought two truck loads of plant material and had several junipers setting on the buds ready to plant. I instructed Mr. Oosterwyk not to plant until Don Shuler or someone from the landscape department had inspected the plants. On Wednes day morning Mr. Oosterwyk told me that 60 junipers had been stolen from the beds but said that they were not planted.
The job inspector did not arrive on the job that first morning until about 9: A.M. as, with no warning, it took sometime to notify him and arrange transportation. When he arrived these beds were fully planted.
Mr. Oosterwyk then told me that he had planted them the previous evening and replaced the stolen plants early that morning. At this time he said that only 44 plants were stolen and that 12 of these had not been planted.
Don Shuler was notified of the arrival of the plants and inspected them early Wednesday morning April 12, 1967.

The latter part of November, last year, 8 shore pine were stolen from an area left of Sta. 3118 ± . At the time I was told of this I understood that these trees had not been planted. However the Inspector states that they had been planted and were pulled out and the burlapped balls cut off.

Mr. Oosterwyk now claims other losses but these were not brought to the Inspector's nor my attention at the time.

Roy W. Pyle
Resident Engineer

RECEIVED
MAY 8 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 10-65 SP°23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1967

SUBJECT:

To: Mr. Forrest Cooper
State Highway Engineer

BUILDING

Shrubs, or other plantings, were properly embedded on the right of way by a contractor under a standard Oregon State Highway Landscape contract. Thereafter, and before completion and acceptance of the project, unknown persons removed the shrubs, or plantings, from the right of way. Replacement of the plantings would be necessary before the contract, by its terms, would be completed.

The question is: Should the contractor be required to replace the missing shrubs at his own cost, or does the cost of replacement fall upon the Highway Commission?

I have not reviewed the specific contract in question; however, based on the Standard Specification for Highway Construction 1964, I am of the opinion that the cost of replacement falls upon the contractor. My reasons are as follows:

> "The general rule is that one who contracts absolutely and unqualifiedly to erect a structure for a stipulated price enters into an entire contract to complete such work and must bear the losses resulting from its accidental destruction or damage before completion. The underlying theory is that destruction or damage of the subject matter is no legal justification for nonperformance of the contract unless the contract stipulates that he will not be responsible for losses occurring in such manner. Such a contractual immunity is not present here. 17 CJS 961, Contracts §466b; 9 Am Jur 43, Building and Construction Contracts §60; Anno, 53 ALR 105, 109."

The above is quoted from Collins vs. Post 227 Ore 299 which involved a subcontractor who brought an action for $9,000 against the prime

NOTED
FORREST COOPER

contractor who had a contract to construct buildings for the Oregon Correctional Institution. As a part of the contract a steam line was to be laid to provide heat to the building as well as several residences. A third contractor was building one of the residences. After the steam line was finished, the above mentioned third contractor damaged the steam line.

The construction agreement provided that the contractors would be "responsible for all damage to the property". The court held, in effect, that the contractor by reason of such provision must bear the losses resulting from destruction or damage by third parties before completion "unless the contract stipulates that he will not be responsible for losses occurring in such manner".

Examining Art 7-32 of the 1964 Standard Specifications, we find the contractor, "shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the elements, or from any other cause". He "shall rebuild, repair, restore and make good all injuries or damages to any part of the work occasioned by any cause".

The 1964 Specifications introduced for the first time the following provision, "except that injuries or damages to unforeseeable causes beyond the control of and without fault or negligence of the contractor, including but not restricted to acts of God, acts of the public enemy and acts of governmental authorities will not be the financial responsibility of the contractor".

To the best of our knowledge (research would take several days time) the latter provision has not been interpreted by the courts. In my interpretation, the contractor is charged by Art 7-32 with taking <u>every precaution</u> against injury or damage. Vandalism or theft of shrubbery is not uncommon nor unforeseeable. Failure to maintain a watchman would, in my opinion, be negligence on the part of the contractor that would prevent his relief from liability.

G. E. ROHDE
Chief Counsel

GER:hg
cc - Mr. R. L. Porter
Mr. Fred Klaboe
Mr. Frank Morgan
Mr. Alan Johansen

RECEIVED
MAY 11 1967

FILES
6719

Salem, Oregon
May 4, 1967

Mr. L. H. Young
Office Engineer

Office

Ownership of and Responsibility
for Loss of Planted Trees

Regarding the above subject, referring in this instance to Contract 6819, Cornelius Pass Rd. -Barnes Rd. Roadside Improvement -- Oosterwyk Nurseries, Inc., contractor:

Ownership - Our standard specifications do not specifically cover ownership of materials except such as originate on State-controlled lands, which materials are "State-owned" for contract purposes (Article 6-3). California standards (Art. 7-1.18 of July 1964) say "nothing in contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment..., or after such storage as is subject to or under control of the State...". It appears generally that other state standards do not specifically cover ownership of materials, presumably as the matter comes under basic law. It seems proper to believe that the contractor uses our lands for his purposes only by our consent, and that he has no right to dispose of materials placed thereon or existing thereon except as such use or disposition is in direct prosecution of the contract; contractor's rights become limited. It would be natural to conclude that contractor-furnished materials on the project for incorporation in the work come under control of and possession by the State when specified materials are placed on the job site.

This conclusion is strongly implied in the first paragraph of Article 8-9 when the State terminates a contract. Also, in the last paragraph under Art. 752-2.6, we call for inspection of plants when delivered and for removal and replacement of poor plants immediately at that time (prior to letting them stay on the job site).

Responsibility for Loss - Article 7-32 on page 50 of our standard specifications reads as follows:

> "Until final acceptance of the whole of the work under the contract, the contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the elements, or from any other cause, whether arising from the execution or from the nonexecution of the work. The contractor shall rebuild, repair, restore and make good all injuries or damages to any part of the work occasioned by any cause. The contractor shall bear all expense involved in taking precautions against damage and in rebuilding, repairing, restoring and making good all injuries or damages, as above provided; except that injuries or damages due to unforeseeable causes beyond the control of and without fault or negligence of the contractor, including but not restricted to acts of God, acts of the public enemy and acts of governmental authorities will not be the financial responsibility of the contractor."

The above covers two conditions: (1) what the contractor shall do; i.e., take precautions, rebuild, repair, restore and make good, and (2) whether or not he is to perform under (1) above at his own expense.

AASHO 1964 Guide Specifications (Art. 107-16 on page 27) is in substantial agreement with us in this Article. BPR Standard Specifications FP-61 (Art. 7.11) is also in agreement with us and adds "ordinary wear and tear on any section of road opened to traffic on order of the engineer" as another "unforeseeable" item for which the contractor is not responsible. Washington pays contractor for repair of damage if caused by causes not due to contractor's failure to "take reasonable precautions or to exercise sound practices in conduct of the work, or due to Acts of God". California excuses contractor's responsibility for slides, Acts of God, et cetera.

Again, in the 5th paragraph of Art. 8-6 (page 57) it is stated that the contractor is to maintain and take precautions to protect from injury plant materials when work is suspended; not necessarily to guarantee that they will not be lost or injured by outside forces.

Summary - The intent of our specifications is to be fair and reasonable in dealing with our contractors. This principle would justify an expectation that materials delivered to a job or actually incorporated in the work be cared for by a contractor, for the relatively short contract time, in a manner equal to the care we exercise under State force work, and under maintenance for many years afterward.

We agree to pay on the installment basis for the value of work properly performed. Final inspection and acceptance releases retained amounts and acknowledges the release of both contract parties from their obligations, subject to further claims and subject to later civil actions at law for fraud and the like.

Under Article 9-11 Partial Payments, 4th paragraph, it is said "In the case of planting work, no allowances will be made in the partial payments to the contractor for living or perishable plant materials until planted in final position as specified under the contract". The intent here is to recognize a difference between a living material and an inanimate material such as concrete, and protects the State from paying for the value of and thus owning a worthless dead or dying plant not acceptable for planting.

It is axiomatic that it is unreasonable to require anyone to guarantee the continuity of life in living matter, or to require anyone to guarantee that nothing will be vandalized or mysteriously disappear. However, if we wish to place these risks to a contractor, it could be done by requiring him to carry State protective insurance, without exclusions, and pay the insurance cost on all projects whether or not a covered condition arose.

If it can be shown that an acceptable plant was properly planted and was cared for by a contractor in a reasonably normal manner, and in good faith, the contractor has lost any of his rights thereto, it becomes State property and the State is obligated to pay for its value at the time of loss.

It seems proper, however, that the contractor should not receive a full unit price as he has not performed the "establishment work" called for in Article 752-3.13.

Virgil G. O'Neil
Specifications Engineer

VGO'N:ia

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 8, 1967

Aetna Casualty & Surety Company
1201 S. W. 12th Avenue
Portland, Oregon 97205

Attn: Mr. H. R. Fields

Gentlemen:

As a follow up to our phone conversation of Monday, we have prepared a summary of claims which have been filed against Contract Nos. 6730, 6735, 6828, and 6840, awarded to Oosterwyk Nurseries, Inc. These are the claims which have been filed with us up to March 7, 1967.

NOTED
F. B. KLABOE

We have also prepared a summary sheet showing the status of contracts awarded to Oosterwyk, as to completion, acceptance, retainage, etc. A copy of this summary is attached.

If you have further questions concerning these contracts, do not hesitate to call us.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

Attachments

cc Mr. F. D. Morgan
Attn: Mr. John Bond
Mr. R. D. Asburry
Mr. L. H. Young
Attn: Mr. Vince Gallagher
Mr. F. B. Klaboe ✓

NOTED
F. B. KLABOE

CLAIMS FILED WITH HIGHWAY DEPARTMENT AGAINST OOSTERWYK NURSERIES, INC., UNPAID AS FAR AS WE KNOW. 3-7-67

CONTRACT 6730
Cabin Creek Rest Area

| | | | |
|---|---|---|---|
| 5-24-66 | Cecil Saxon, Jr. | | $3,640.00 |
| 6-3-66 | Cecil Saxon, Jr. (also involves Contract 6735) | | 1,203.00 |
| 7-21-66 | Casey Jones Well Drilling Co. | | 3,602.43 |
| 10-14-66 | John D. Patton | | 821.98 |
| 9-19-66 | Nelson Electric Shop (also involves Contract 6735) | | 1,806.10 |
| 10-13-66 | Nelson Electric Shop (also involves Contract 6735) | | 1,805.10 |
| 12-14-66 | Cecil Saxon, Jr. - Payment Received (also involves Contract 6735) | $4,069.80 | |

CONTRACT 6735
Gettings Creek Safety Rest Area

| | | | |
|---|---|---|---|
| 5-24-66 | Cecil Saxon, Jr. | | 3,640.00 |
| 6-3-66 | Cecil Saxon, Jr. (involves Contract 6730) | | 1,203.00 |
| 6-21-66 | Bob's Decorator Center | | 198.11 |
| 7-8-66 | Bob's Decorator Center - Payment Received | 189.71 | |
| 9-19-66 | Nelson Electric Shop (involves Contract 6730) | | 1,806.10 |
| 10-13-66 | Nelson Electric Shop (involves Contract 6730) | | 1,805.10 |
| 12-14-66 | Cecil Saxon, Jr. - Payment Received (involves Contract 6730) | 4,069.80 | |

CONTRACT 6828
Corvallis Roadside Improvement

| | | |
|---|---|---|
| 11-25-66 | M.O. Salmon | $ 13,086.00 |

CONTRACT 6840
Santiam Safety Rest Area

| | | |
|---|---|---|
| 10-1-66 | Wilbert J. Collette Painters Company | 1,450.00 |
| 11-9-66 | Salem Black Top Paving Co., Inc. | 29,098.62 |
| 11-25-66 | M.O. Salmon | 2,836.24 |
| 11-25-66 | Albany Rock Products | 11,104.86 |
| 12-16-66 | Floyd Grahm Constr. Co. | 8,251.63 |
| 1-5-67 | Frank Niemeyer | 484.87 |
| 1-6-67 | Roy Peterson Plumbing & Heating Company | 2,799.85 |
| 1-25-67 | Albany Concrete Products, Inc. | 5,246.95 |

Status of Contracts Awarded to Oosterwyk Nurseries, Inc.
Bonded by Aetna Casualty & Surety Co.

March 7, 1967

| Contract No. | | |
|---|---|---|
| 6730 | Cabin Creek Rest Area - Completed 9-1-66 - Accepted 3-6-67<br>Final Voucher sent to Contractor 3-2-67 for..... | $4,662.81 |
| 6735 | Gettings Creek Rest Area - Completed 9-1-66 - Accepted 12-8-66<br>Final Voucher sent to Contractor 12-6-66 for..... | $1,071.83 |
| 6746 | Screen planting Columbia River Highway - Completed 5-11-66 - Not yet accepted pending Bureau of Public Roads acceptance<br>Final Voucher sent to Contractor on 1-12-67 for..... | $1,000.26 |
| 6819 | Cornelius Pass-Barnes Road, 3.5% Complete<br>Amount retained as of 3-7-67..... | $ 398.90 |
| 6828 | Corvallis section, 75% Complete<br>Amount retained as of 3-7-67..... | $7,845.29 |
| 6840 | Santiam Rest Area, Completed 12-31-66 - Not yet accepted. Contractor has not signed six items including Price agreement #11, Certif. of materials, and letter certifying payrolls.<br>Amount retained as of 3-7-67..... | $14,980.29 |

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MAR 10 1967

FOR FILING

LAW OFFICES
MERGES, BRAIN & HILYER

EDWARDS E. MERGES
O. ROBERT BRAIN
DALE P. HILYER, JR.

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

March 6, 1967

Routing

| | | | |
|---|---|---|---|
| Morgan | | Post | E |
| Docker | | Mendenhall | |
| Bond | | Trout | |
| Barbieri | | Scott | |
| Walker | | Wills | |
| Glenn | | Litchfield | |
| Swan | | Olsen | |

RECEIVED
MAR 1967
CONSTRUCTION
DIVISION

State Highway Department
State of Oregon
Salem, Oregon 97310

Attention: Mr. Bond, Staff Assistant

Re: Oosterwyk Nurseries

Gentlemen:

The situation regarding Oosterwyk Nurseries and the State of Oregon and the jobs that we have handled for them is beginning to become rather out of control. We had sub-contractors who are rightfully demanding the payment of the amounts we owe them. These cannot be paid because the State of Oregon is not making payments on these jobs and the reason the State is notmaking payments on these jobs are small matters that we have written back and forth about for the last month and a half.

If you will recall from my correspondence, I wanted to have conferences in Oregon and get these things cleared up. It is beginning to reach a point where suits are starting against the bonding company which have to be defended, the expenses of which are mounting up, and we are still in the position where nothing, absolutely nothing, is getting cleared up.

I again request that we set up necessary conferences on the jobs and get these matters over with. We must close them sometime. Some of them are over nine months since the work was completed and we still haven't received any money from the State.

I know that the Bureau of Public Roads has been probably stalling the State of Oregon because of the lack of funds available for highway projects and the State of Oregon has had to do the same thing on its contracts, but the situation

has becc completely out of hand. We are not in a positi on to begin legal action against the State of Oregon. The time involved in itself would not justify the fact, together with theexpense, because I truly believe the problems are ones which could be cleared with a few minutes work between the parties.

Would you please review my correspondence and see if we can arrange to get some of these matters cleared up immediately.

Very truly yours,

G. ROBERT BRAIN

GRB:sm

RECEIVED
MAR 7 1957
OREGON
STATE PUBLIC UTILITIES COMMISSION

FOR [illegible]
6117

February 3, 1967

Mr. G. [illegible]
[illegible], Wain & Dwyer
902 Norton Building
Seattle, Washington 98104

Dear Mr. Davis:

Reference is made to your letter of January 25 concerning several projects under contract to the [illegible] Company, Inc.

I understand that Mr. John Bond of our Department has contacted you and has explained the difficulties encountered with each of the contracts. I trust that the information he has provided you with will serve your purposes for now.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Morgan
Assistant State Highway Engineer

FDM:sro

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe - 4777
F. D. Morgan (Att: John Bond)

FORM E-30X—50M—7-66 SP*23657-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1967

To: MEMO TO THE FILES

SUBJECT: Oosterwyck Nurseries Contracts

At Mr. Klaboe's request, the contents of Mr. G. Robert Brain's January 25 letter to Mr. Cooper were discussed with Mr. Brain by telephone February 1. The current status of the records and payments on six projects were discussed as follows:

Contract No. 6730: Cabin Creek Rest Area (Bridge Division)

I advised Mr. Brain that the contractor's PR-47 form was just received January 30. I had previously learned that the Resident Engineer was holding the semifinal data, waiting for the return of some late price agreements which had been submitted to the contractor for the second time after the first ones were apparently lost. Mr. Brain advised that all but one of these had just been returned to the Resident, and he had written to him about one that was still in question. The division office has requested the Resident to submit the field data promptly for checking without any further delay.

Contract No. 6735: Gettings Creek Rest Area

I advised that the final voucher was mailed to the contractor December 6, 1966 and has not been returned. Mr. Brain seemed completely surprised by this, and said he would look for it immediately.

Contract No. 6746: Bridal Veil-Cascade Locks-The Dalles

The final voucher was mailed to the contractor January 12, 1967 and has not been returned. Mr. Brain was also going to look for this one. (Office Engineering is also waiting for Bureau of Public Roads acceptance, which was requested January 10. Actual final payment cannot be made until this is received.)

Contract No. 6840: Santiam Rest Area

This project was just completed December 31. Field data has not yet been submitted, but Mr. Brain seemed to understand that some additional time for this is still justified. His main concern on this project was the liquidated damages in the amount of $2,300 for late completion. I advised Mr. Brain that we had the time request in the office and had just started working on it, but that it would appear that we would recommend some time extension. I explained that this would have to go to the Bureau of Public Roads for their approval. The PR-47 has not yet been submitted on this project either.

In addition to the above completed projects, the two current ones on which this firm is contracted were also discussed:

Contract No. 6819: Cornelius Pass-Barnes Road

Mr. Brain's main concern was whether liquidated damages for time would continue to be deducted during the current ordered stop work period. I advised that they would not be after January 6, the effective date of the stop work order, until Resume Work is ordered.

Contract No. 6828: Corvallis Section

The two items of concern were the liquidated damages and the shrub container problem. Damages are still continuing to accrue because the contractor has not removed the containers from the shrubs which were planted. Mr. Brain had just recently written a 4-page letter on this subject, which is being forwarded to Mr. Astrup for further advice as to our position in this argument. Mr. Brain indicated that the contractor would be agreeable to removing the containers, under protest, as soon as the slopes and planting areas were dry enough to do this; but as he states in the above-mentioned letter, they believe the plants are already getting established and that more harm than good would be done now in lifting the plants to remove the containers. This is basically a horticultural practice problem for which we must rely on Mr. Astrup for expert advice.

At this point, Mr. Brain agreed that the conference he suggested would be premature at this time and would serve no purpose as far as several of the projects are concerned.

John A. Bond
Staff Assistant

JAB:sg
cc: F.B. Klaboe

LAW OFFICES
MERGES, BRAIN & HILYER

EDWARDS E. MERGES
G. ROBERT BRAIN
GALE P. HILYER, JR.

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

January 25, 1967

State of Oregon
Department of Highways
Salem, Oregon 97310

Attention: Mr. Forrest Cooper
Director of Highways

Gentlemen:

At the present time, Oosterwyk Nurseries, Inc. has completed four projects with the Oregon State Highway Department and two more are in the process of being completed as weather conditions permit.

As to the projects that have been completed, these have been finalized as far as the work is concerned from one to six months ago, but final settlement between the contractor and the State of Oregon has not been completed.

At the present time, the contractor has tied up a considerable amount of working capital in these projects which is causing extreme hardship to the contractor and has caused him to lose a considerable amount of money in interest.

In addition to this, some of the creditors and subcontractors are in the same position of being caused extreme hardship due to the fact the monies are not available to make payment to them.

In many instances, it is impossible for us to pay any subcontractors until the final estimate is arrived at because under the contracts as I interpret them, if we pay the amounts submitted by the subcontractor and the State of Oregon accepts a lesser amount, it leaves us without a remedy to recover the monies paid.

We feel that it is becoming necessary on our behalf and on behalf of subcontractors that the problem of closing these

be dispensed with as soon as possible.

We would like to suggest a system we have used in the State of Washington and which we feel would satisfactorily work and that is a meeting be set at the Oregon State Highway Department in Salem, Oregon at a mutually satisfactory time. At that meeting should be the necessary representatives of the projects now finished or under construction and we submit that included in that list should be the following persons:

Mr. Howard Harris, Resident Engineer, Cabin Creek Project

Mr. Harley Mayfield, Resident Engineer, Gettings Creek

Mr. George Wirrick, Resident Engineer, Santiam Project

Mr. L. L. MacIntyre, Resident Engineer, Corvallis Project

Mr. Roy Pyle, Resident Engineer, The Dallas & Cornelles Pass Project

and such other members of your Department as are necessary to make a final determination.

We suggest that all problems involved in all of these projects be thoroughly discussed and disposed of.

Would you please call my office and arrange a date satisfactory to all concerned. Oosterwyk Nurseries will bring with them all information and all data that could possibly help in furthering this matter.

I think you see that this is an urgent matter. We feel extremely responsible to our subcontractors who are suffering an investment of working capital in these projects which they should not be required to continue to invest.

Hoping to hear from you as soon as possible.

Very truly yours,

G. ROBERT BRAIN

GRB:sm

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LSF-27 (1)
6819

February 1, 1967

#6

Costervyk Nurseries, Inc.
12420 Juanita Drive, N.E.
Kirkland, Washington

Gentlemen:

The State Highway Commission at its meeting on January 31 considered your request for an extension of time for what appears to be 30 additional workdays on Contract No. 6819 on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc L.W. Rulien
Roy Pyle
L.H. Young
F.D. Morgan
C.H. Maisen
Bureau of Public Roads

FORM E-20 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1966

SUBJECT: Request for Time Extension
Cornelius Pass Road-Barnes Rd. Section
Contract No. 6819

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

Oosterwick Nurseries, Inc., contractor on the subject roadside improvement project, requests an extension of the contract time for an indefinite period. We interpret the request to be for an additional 30 working days after present seasonally wet ground conditions improve.

The date of this contract is May 9, 1966, and 200 calendar days were allowed which would make an expected completion date of December 20. The contractor did not start work until October 25, some 5-1/2 months after the award. The request cites alleged excessive rain and delay in trees reaching dormancy at the nurseries.

In view of the extremely long delay in even starting the work, we cannot recommend any increase at this time. We believe an earlier start would have overcome most of the difficulties that now delay completion on the project.

This is a Federal-aid Primary Landscaping project, and the request has been discussed with the Area Engineer, who concurs in our recommendation.

A rough draft letter to the Highway Commission is attached.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:sg

Attachments

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DEC 31 1966
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STATE HIGHWAY C...

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JAN 9 - 1967
FOR FILING

LSF-27(1)

6819

January 6, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 6
January 31, 1967 meeting

Gentlemen:

Oesterwick Nurseries Inc., contractor on the Cornelius Pass Road-Barnes Road Section landscaping project on the Sunset Highway in Washington County, Contract No. 6819, has requested 30 additional working days effective when drier soil conditions prevail in the spring.

The completion time requirement on this contract is stated in calendar days, with 200 of them allowed, which expired December 20, 1966. The contractor's request is based on soil conditions too wet for good horticultural work and alleged seasonal delay in tree planting stock reaching dormancy suitable for transplanting.

This contract is dated May 9, 1966, but the contractor did not start any work until October 25, a delay of some 5½ months. It is true that suitable planting work cannot be accomplished in mid-winter in this area, and a stop work order will be issued when the contractor properly winterizes the project.

Stop work order issued 1-6-67

In view of the contractor's long delay in starting his work, we recommend that his request be denied.

Penalty will be $75 per calendar day.

This matter will be on the agenda for your consideration at the January 31 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. W. Rulien

JAB:sg bg

B—320 (Rev.)—8M—10-57

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

**Date** December 15, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 200 days to 200 + days, within which to complete our Contract No. 6819, without the assessment of liquidated damages. The said contract is described as follows:
Cornelius Pass Rd.-Barnes Rd. Roadside Improvement Sunset Highway.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Continuous rains have made it impossible to complete the project in 200 days as originally planned. The rain in the past 3 months has ended any chance to finish on time. The nurseries who supply the plant material cannot dig the trees untill they are in the dormant stage, at that time the ground was so wet, that digging could not be done in a good horticultural manner. The delay was brought about by the weather, there was nothing our company could do about it. The ground on the project has become waterlogged, planting holes are filled with water. The slopes have become dangerously slippery for the workmen. At this time we cannot estimate exactly how many more days we will need to complete this project, but we will work every day we can ~~when these conditions are changed. Please give this request carefull~~ consideration.

We will need 30 extra working days after soilconditions have improved, so that we can finish the project in accordance to good horticultural practice.

Respectfully submitted,

OOSTERWYK NURSERIES, INC.
Contractor

By PETE OOSTERWYK (Pres.)

## CONSENT OF SURETY

**Date** DEC 19 1966

**We,** THE AETNA CASUALTY & SURETY COMPANY

....., **as**

**surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.**

Paul J. Huntzinger Attorney-in-fact

Robert B Clarke (SEAL)
Resident Agent

(BJH)

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6819 Contractor Oosterwyk Nurseries, Inc.

Highway Sunset

Section Cornelius Pass Rd.-Barnes Rd.

Kind of Work Roadside Improvement

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** ~~XXGRANTEDX~~ The reasons for such recommendation are as follows:

Recommend denial because work was not started for some 5-1/2 months after the award of the contract.

**Recommended for Approval:**

Division Engineer

John A. Bond
for Construction Engineer or Bridge Engineer

J. B. Kaber
Assistant State Highway Engineer

Contract No. 6819

Project designation LSF-27 (1)
State-Federal

Date awarded May 9, 1966

Work started October 25, 1966

Per cent completed 6 % Dec. 19, 66
Date

No. of ~~Workdays~~ Calendar Days Allowed 200

No. of ~~Workdays~~ Calendar Days Used 200

No. of Added Workdays Requested

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JUN 1 1966
6-54

6/6/66 A

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO.

PROJECT REPORT NO.
ISF-27(1)
6

FORM PR-2
(REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Washington

PROJECT NO.: ISF-27(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Cornelius Pass Road-Barnes Road Section, Sunset Hwy.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | 12-21-65 | 5.85 |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 4-6-66 | 5.85 |
| OTHER (Specify) | | |

FUNDS

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 64,213 | $ 64,213.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By W. J. Klebe

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. M. Parsons
(Division Engineer)

By L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 6 1966

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE



USCOMM-DC 26854-P66

Oregon State Highway Department

Federal Aid
Project No. LOF-27(1)

COTTAGE PARK ROAD-BUTLER ROAD SECTION

OF THE SUNSET HWY. IN WASHINGTON COUNTY

Project agreement estimate.

Salem, Oregon, May 23, 1966

| | | | |
|---|---|---|---|
| Type Code P.E.<br>Preliminary Engineering | All Required | | $ 2,150.00 |
| Type Code X003<br>Roadside Improvement (Sta. 2825.00 to Sta. 3134.00) (Cont. No. 6819) | | | |
| Furnishing and Placing Topsoil | 300 cu.yd. | $ 5.00 | $ 1,500.00 |
| Preparation of Slopes under Structures | All Required | | 750.00 |
| 3/4" - 0 Material | 40 cu.yd. | 10.00 | 400.00 |
| Furnishing and Planting Trees | 1,470 only | 10.00 | 14,700.00 |
| Furnishing and Planting Shrubs | 7,880 only | 3.30 | 26,004.00 |
| Furnishing and Planting Vines | 14,610 only | .25 | 3,652.50 |
| Inorganic Fertilizer, 10-16-8 | 53 cwt. | 5.00 | 265.00 |
| Organic Fertilizer, 5-3-2 | 19 cwt. | 5.00 | 95.00 |
| Manure Fertilizer | 150 cu.yd. | 7.00 | 1,050.00 |
| Mulch Material | 8 acre | 1,000.00 | 8,000.00 |
| | | | $56,416.50 |
| Flagging (57% of Contractor's Cost) | All Required | | 50.00 |
| | | | $ 50.00 |
| | Subtotal | | $56,466.50 |
| | 10% Engr. & Cont. | | 5,646.50 |
| | Total | | $62,063.00 |

Length of Project . . . . . 5.85 miles

| | Federal Funds |
|---|---|
| Preliminary Engineering | $ 2,150.00 |
| Roadside Improvement | 62,063.00 |
| | $64,213.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

1966 Federal year appropriation code 666

Oregon State Highway Department

Federal Aid
Project No. LSF-27(1)

CORNELIUS PASS ROAD-BARNES ROAD SECTION

OF THE SUNSET HWY. IN WASHINGTON COUNTY

P. S. & E. Estimate

Salem, Oregon, March 24, 1966

Type Code P.E.

| | | |
|---|---|---|
| Preliminary Engineering | All Required | $ 2,150.00 |

Type Code Y503
Roadside Improvement (Sta. 2825+00 to Sta. 3134+00)

| | | | |
|---|---|---|---|
| Furnishing and placing topsoil | 300 cu.yds. | $ 3.00 | $ 900.00 |
| Preparation of slopes under structures | All Required | | 200.00 |
| 3/4" - 0 Material | 40 cu.yds. | 10.00 | 400.00 |
| Furnishing and planting trees | 1,470 only | 12.00 | 17,640.00 |
| Furnishing and planting shrubs | 7,880 only | 4.00 | 31,520.00 |
| Furnishing and planting vines | 14,610 only | 0.35 | 5,113.50 |
| Inorganic Fertilizer, 10-16-8 | 53 cwt. | 6.00 | 318.00 |
| Organic Fertilizer, 5-3-2 | 19 cwt. | 6.00 | 114.00 |
| Manure Fertilizer | 150 cu.yds. | 5.00 | 750.00 |
| Mulch Material | 8 acres | 800.00 | 6,400.00 |
| | | | $ 63,355.50 |
| Flagging (57½¢ of contractor's cost) | All Required | | 50.00 |
| | | | $ 50.00 |
| | | Subtotal | $ 63,405.50 |
| | | 10% Engr. & Cont. | 6,340.50 |
| | | | $ 69,746.00 |

Length of Project ———————— 5.85 miles

| | Federal Funds |
|---|---|
| Preliminary Engineering ———— | $ 2,150.00 |
| Roadside Improvement ———— | 69,746.00 |
| | $ 71,896.00 |

RECEIVED
JUN 1 - 1966

FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: May 23, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project LSF-27(1)
Cornelius Pass Road - Barnes Road Section
Roadside Improvement (Landscaping)

As requested in Mr. Young's letter of May 19, 1966 advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of May 9, 1966 in the award of contract No. 6819 to Oosterwyk Nurseries, Inc., of Kirkland, Washington, low bidder in the amount of $56,416.50 at the April 28, 1966 bid opening.

REFERRED TO
Young
BY ASST. STATE HWY. ENGR.
5-31-66

RECEIVED
JUN 1 - 1966

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 20 1966
FOR FILING
RSF-27(1)

May 19, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Confirmation of your tentative concurrence as of May 2, 1966, is requested in the award of contract for the Cornelius Pass Road-Barnes Road Section, Project No. LSF-27(1).

The contractor receiving the award is Oostervyk Nurseries, Inc., of Kirkland, Washington, in the amount of $56,116.50, with the Contract No. 6819 assigned. This bid was received on April 28, 1966, and awarded May 9, 1966.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our proposal regarding nondiscrimination in employment as required by Bureau of Public Roads PR 20-4-64.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bidder

FORM S-120

RECEIVED
MAY 10 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD

KENNETH H. FRIDLEY, MEMBER
BAKER

DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

LSF-27

6819

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER

R. L. PORTER
DEPUTY STATE HWY. ENGR.

G. E. ROHDE
CHIEF COUNSEL

May 10, 1966

Oosterwyk Nurseries, Inc.
12420 Juanita Drive, N.E.
Kirkland, Washington

Gentlemen:

The State Highway Commission on May 9, 1966, awarded to you State Highway Contract No. 6819 for the following project:

Roadside improvement on the Cornelius Pass Road-Barnes Road Section of the Sunset Highway in Washington County.

This award was based on your bid of $86,416.50 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc
Frank Morgan
L. H. Young
C. D. Matthis (SIAC)
Mark Astrup

RECEIVED
APR 13 1966
FOR FILING

Form CD-121 (11-63) (Fed. Sup. Reg. A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

C-419

KLAMATH

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: April 6, 1966

In reply refer to: 08-35.2-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
G. R. Brooks
District Engineer

REFERRED TO
Young w/encl.
By Asst. State Hwy. Engr.
4-13-66

SUBJECT: Oregon Project LSF-27(1)
Cornelius Pass Road-Barnes Road Section
Roadside Improvement (Landscaping)

P. S. & E. documents for the subject project have been reviewed and are hereby approved concurrently with Mr. Young's March 25, 1966 request for approval of an individual project program change adding landscaping to the P. E. project. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our authorization is with the understanding that all necessary right of way is available for occupancy and contractor's use, with no utility adjustments involved, as indicated in Mr. Oakes' and Mr. Litchfield's March 24 and March 30, 1966 reports.

You are authorized to proceed with contractor's flagging included in your estimate for $50.00.

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | April 1966 |
| Division II - Part 1 - Earthwork | January 1966 |
| Division II - Part 2 - Bases | January 1966 |
| Division II - Part 7 - Incidentals | January 1966 |

Inasmuch as our Washington office's review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of our review.

Mr. Young's April 4, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplements thereto as being in the public interest.

Attachment

RECEIVED
APR 11 1966

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

SU-433(3) Cedar Hills Blvd. Interch. 1966
Sec., Sunset Hwy. (Grad., pav.,
#6820 struc. & signing) [redacted]

C+A 2380
C+A 3060

N

RECEIVED
MAR 14 1968

SU-433(3)

6820

March 14, 1968

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 6820 awarded to Gary Baker Contractor and Inland Construction Company for grading, paving, signing, and structures on the Cedar Hills Boulevard Interchange Section of the Sunset Highway in Washington County was completed on January 5, 1968, and accepted by the Highway Commission on March 13, 1968.

Final payment in the amount of $53,929.44 will be released to the contractor after March 21, 1968. The total contract amount is $1,083,250.20 including $7,415.42 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Gary Baker Contractor
and Inland Construction Company
2030 East Main
Hillsboro, Oregon 97123

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
MAR 14 1968
FOR FILE

SU-433(3)
6820

March 13, 1968

Oregon State Highway Commission

Gentlemen:

Work was completed January 5, 1968 on Contract No. 6820. The contract was with Cary Baker Construction and Inland Construction Company and was for grading, paving, structures and signing on the Cedar Hills Boulevard Interchange Section of the Sunset Highway in Washington County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 13, 1968 and that you concur in this procedure at the Commission meeting on April 16, 1968.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Quary
R. L. Porter
W. B. Klabee
Victor D. Wolfe
L. H. Young
W. D. Morgan
C. H. Maison
L. W. Rulien

jes jes

RECEIVED
FEB 8 - 1968
FORM E-30X—50M—1-65 SP*6418.734
Contr SU(1-433(3)
ATD 6220
Abst & Att

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1968

To: Mr. D. H. Moehring
Right of Way Engineer

Attention: Mr. Earl Saling

SUBJECT: Relinquishment
Frontage Roads
Washington County

This office has had a number of requests recently from interested persons as to the status of frontage roads and/or reconstructed county roads to be relinquished to Washington County per terms of agreements.

Roads of major concern are within projects recently completed and opened to travel; therefore, if you have not started the transactions to relinquish, will you undertake this matter as promptly as possible.

The three major projects of concern are as follows:

1. Contracts #6444 and 6476
   Cornelius Pass Road-Cornell Road
   Sunset Highway No. 47
   Agreement dated March 12, 1964

2. Contract #6820
   Cedar Hills Boulevard Interchange
   Sunset Highway No. 47
   Agreement dated June 2, 1966

3. Contracts #6650, 6714, and 6845
   SPRR Overcrossing-South Tigard Interchange
   Beaverton-Tigard Highway No. 144
   Agreements dated July 13, 1965; August 23, 1965; and November 4, 1965

Thank you for your interest - and if any questions arise, please call on this office.

D. N. Harwell

D. N. Harwell, Assistant Engineer
County and City Division

DNH:mm

cc: F. B. Klaboe
F. D. Morgan
L. W. Rulien B. P. Huntley

RECEIVED
FEB 19 1968
FOR FILING

SU-433(3)
6820

January 24, 1968

#10

Gary Baker Contractor
and Inland Construction Company
2030 East Main
Hillsboro, Oregon 97123

Gentlemen:

The State Highway Commission at its meeting on January 23 considered your request for an extension of time on Contract No. 6820 for work on the Cedar Hills Boulevard Interchange on the Sunset Highway in Washington County.

After considering the recommendation of the Engineer and other available information, the Commission increased the calendar days by 40.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc L. W. Rulien
James Cochell
L. H. Young
F. D. Morgan
C. H. Maison

FORM E-30 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1968

SUBJECT: Extension of Time
Cedar Hills Boulevard Interchange
Sunset Highway
Contract 6820

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

We have received from Gary Baker, Contractor, and Inland Construction Company, contractors on the subject contract, the attached request for 75 additional calendar days. The contractors' request is based on changes in sign bridge lengths requiring additional time for fabrication and installation.

After this contract was awarded certain changes were made to make the contract conform as nearly as possible to current safety standards. On this project this involved redesigning the sign bridges. This work required two price agreements to cover all of the changes in signing. The revisions were extensive and the price agreements covering the changes were not approved until June 7, 1967. This definitely delayed the contractors' ordering of materials from the fabricator and subsequent completion of the project. Virtually all of the contract work was completed by August 14, 1967, when a stop work order was issued pending receipt of the modified sign bridges. The stop work order was rescinded November 27, 1967, at which time work resumed on the installation of the sign bridges. The signing was completed January 5, 1968, which is the completion date for the project. The time used to complete the signing between these two latter dates amounts to 40 days.

Calendar days charged against the project amount to 475 which is 40 in excess of the 435 originally allowed. This represents $8,000 in liquidated damages based on $200 per day. Because of the extensive delay in approving the sign bridge revisions, we recommend that the calendar days be increased by 40 which will eliminate all liquidated damages.

This is a Federal Aid Secondary project and does not require concurrence of the Bureau of Public Roads.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By
John A. Bond
Staff Assistant

JAB-DES:nn

Encs.

cc: L. H. Young

RECEIVED
JAN 16 1968
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6820 Contractor Gary Baker Constr. & Inland Constr. Co.

Highway Sunset

Section Cedar Hills Boulevard Interchange

Kind of Work Grading, Paving, Structures and Signing

It is recommended that the request for increase in the number of ~~workdays~~ calendar days within which to complete said contract be **GRANTED**. The reasons for such recommendation are as follows:

Modifications of signing to conform to current safety standards justify an increase of 40 calendar days.

Recommended for Approval:

Division Engineer

for Construction Engineer or ~~Bridge Engineer~~

State Highway Engineer

| | |
|---|---|
| Contract No. | 6820 |
| Project designation | F.A. SU-433(3) State-Federal |
| Date awarded | May 9, 1966 |
| Work started | 5/11/66 |
| Per cent completed | 100 — 1/5/68 Date |
| No. of ~~Workdays~~ calendar days Allowed | 435 Cal. days |
| No. of ~~Workdays~~ calendar days Used | 475 |
| No. of Added ~~Workdays~~ Requested | 40 |

SP*4300-724

E-380 (Rev.)—5M—9-64

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date August 10, 1967

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 435 days to 510 days, within which to complete our Contract No. 6820, without the assessment of liquidated damages. The said contract is described as follows: Grading, Paving, Structures and Signing on the Cedar Hills Boulevard Interchange Section of the Sunset Highway. The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:
The plans and specifications on the sign bridge lengths were changed and we need an additional 75 days for the fabrication and installation of these.

Respectfully submitted,

Gary Baker, Contractor and Inland Construction Co.
Contractor

By Gerald A Baker

---

**CONSENT OF SURETY**

Date August 10, 1967

We, UNITED PACIFIC INSURANCE COMPANY

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
By L. W. Neff
Attorney-in-fact

MANSFIELD & OSBORN
By
President & Asst

(SEAL)

PERMIT
JAN 17 1968

SU-433(3)
6820

January 17, 1968

Oregon State Highway Commission

Request for Extension of Time
No. 10
January 23, 1968 meeting

Gentlemen:

Gary Baker and Inland Construction Company, contractors on the Cedar Hills Boulevard Interchange Section of the Sunset Highway in Washington County, Contract No. 6820, have requested an increase of 75 calendar days. The contractors' request is based on changes in sign bridge lengths which required additional time for fabrication and installation.

After the contract was awarded, changes were made in the design of the sign bridges in order to conform with current safety standards. These revisions were extensive and were covered by price agreements. The changes were not approved until June, 1967. Virtually all of the contract work was completed in August and at that time a stop work order was issued pending arrival of the modified sign bridges. The stop work order was rescinded in November and the signing was completed on January 5, 1968. This was the completion date for this project.

This delay, which was caused by our modification of the signing, justifies an increase of 40 calendar days. I recommend that the calendar days be increased by 40 which will eliminate all liquidated damages.

This is a Federal Aid Secondary project.

This matter will be on the agenda for your consideration at the January 23 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. W. Rulien

Enclosure

DES:nn jes

SU-433(3) 6820

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| | SECTION: CEDAR HILLS BLVD. INTERCH. | WEEK ENDING: January 13, 1968 |
| | | SECTION PREFIX: 34-1033 |
| | HIGHWAY: Sunset | COUNTY: Washington |
| NAME OF JOB: CEDAR HILLS BLVD. INTERCHANGE | KIND OF WORK: Grading, Paving, Structures & Signing | |
| CONTRACTOR: Gary Baker Contractor & Inland Construction Co. | CONTRACT NUMBER: 6820 | FEDERAL AID PROJECT NUMBER: SU - 433 (3) |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: May 11, 1966 | ESTIMATED COMPLETION DATE: January 5, 1968 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 435 | CALENDAR DAYS USED 475 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 109% |
| PROJECT AUTHORIZATION: $ 1,221,849.84 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ 1,134,962.74 | ENGINEERING AUTHORIZATION $ 86,887.10 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 96 |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 1,086,042.14 | ENGINEERING COST TO DATE $ 103,000.00 | DATE PROJECT WAS COMPLETED: |
| ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 4.3 % | PERCENT OF AUTHORIZATION 118 % | January 5, 1968 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD |
|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | 100 |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.78 | 0.78 | | | 0.78 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 0.78 | 0.78 | | | 0.78 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 267,700 | 76,440 | | | 23,100 |
| TOTAL QUANTITIES CORRECTED TO DATE | 310,695 | 74,430 | | | 16,536 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 310,695 | 74,430 | | | 16,536 |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | 9345 | 9345A | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | 100 | 100 | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Rain | | | |
| MONDAY | Cloudy | | | |
| TUESDAY | Cloudy | | | |
| WEDNESDAY | Cloudy | | | |
| THURSDAY | Cloudy | | | |
| FRIDAY | Showers | | | |
| SATURDAY | Cloudy | | | |

Routing

Morgan — MED — P — E

Decker — Morbeck

Bond — D — RECEIVED — Trout

Barbee — Scott

Walker — Wills — TE

Glenn — CONSTRUCTION — Litchfield

Swan — DIVISION — Olson

BEN GIFFORD

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| Jan. 7 SUNDAY | |
| 8 MONDAY | |
| 9 TUESDAY | |
| 10 WEDNESDAY | |
| 11 THURSDAY | |
| 12 FRIDAY | |
| 13 SATURDAY | |

**REMARKS**

The sign bridge installation was completed on January 5, 1968, and the project was complete on the same date. The semi-final estimate was completed and turned into the Division office on January 10, 1968.

* FINAL REPORT *

cc: Construction 2
BPR
Bridge
Division
Res. Bridge Engineer
File

SIGNED James W. Cochell LOCATION Beaverton
James W. Cochell

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

BP-F216

FORM E-123

RECEIVED
JAN 5 1968

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

SU-433(3)
6820

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 27, 1967

Gary Baker, Contractor and
Inland Construction Co.
2030 E. Main St.
Hillsboro, OREGON 97123

SUBJECT: Certification of Sign Bridge Materials
Cedar Hills Blvd. Interchange
Contract 6820

Gentlemen:

On December 8, 1967, we brought to your attention the fact that we had been having difficulty with Fentron Highway Products in obtaining complete documentation of materials used in the fabrication of sign bridges for the subject project.

Since December 8, the Materials Division has received additional certifications, with heat numbers, covering some 1/2" bar and 10 1/2" pipe. The 3/4" thick hand hole cut-out, which was the subject of controversy at the November 28 meeting in Seattle, was never obtained for testing. The pipe which it would have represented has now been accepted on the basis of certification. This completes the documentation requested.

Thank you for your cooperation.

Very truly yours,

O. A. WHITE
Engineer of Materials & Research

OAW:sw

cc: Fentron Highway Products
Coral Corporation
L.P. Shaw
L.W. Rulien
J.W. Cochell
F.D. Morgan
I.D. Merchant
E.J. Rief
J.C. Jenkins

RECEIVED
DEC 2 1967
STATE HIGHWAY

FORM S-133

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

SU-43:(3)

6×2 □

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
DEC 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

December 8, 1967

Gary Baker, Contractor and
Inland Construction Co.
2030 E. Main St.
Hillsboro, Oregon 97123

SUBJECT: Certification of Sign Bridge Materials
Cedar Hills Blvd. Interchange
Contract 6820

Gentlemen:

For several months the Materials Division of the Oregon Highway Department, through its District Inspection Engineer, Mr. Ed Rief, in Portland, has been experiencing difficulty in completing the documentation of materials used in the fabrication of sign bridges by your sub-contractor, Fentron Highway Products, on the subject project.

The requirements for certification of materials were discussed in a conference held at the Fentron plant in Seattle on June 29, 1967. Messrs. Rief and Larry Miller represented the Highway Department and Messrs. Bill Schiessl and Ed Robinson represented Fentron.

The material specification, ASTM-A53, states that quality determinations are to be made on samples of pipe representing each lot. The Oregon State Highway Department Specification, Article 6-7, permits the documentation of the ASTM quality determinations by means of certified results of tests made by the Manufacturer on samples taken and tested in accordance with ASTM, provided there is satisfactory identification of the material received with the certified test results. The simplest and most usual form of identification is the heat number attached to each item, or bundle of items, and indicated on the certified test results.

Because the material was ordered cut to length, providing no excess tubing for samples, it was agreed at the meeting June 29 to document quality by means of certified test results. Subsequently, Mr. Robinson furnished satisfactory mill reports covering a portion of the materials used. In other cases the mill reports were promised by Mr. Robinson but for one reason or another they were not received.

Called Keeley (DOT) to find out if tubing was certified. 12-8-67 JCW

The completed structures were shipped to the project site without acceptance by the inspector because the materials documentation had still not been completed.

Early in November it developed that the only scrap from the tubing were the cut-outs from the hand holes. Mr. Robinson agreed to furnish this material to Mr. Rief for testing at the Materials Laboratory but time went by and the scraps were not received.

On November 27 this office asked Mr. Rief to go to Seattle and pick up this scrap material. Mr. Rief went to the Fentron plant on November 28, 1967 accompanied by Resident Bridge Engineer George Hopkins. According to the report submitted by Mr. Rief, upon his arrival at the Fentron plant the shop superintendent, Mr. Ernest Box, volunteered to look through the scrap bin for remnants of the 10¾"x.884" pipe hand hole cut-outs, but none were found. The assistant plant manager, Mr. George Box, brought out a scrap which he had been keeping in his office and gave it to Mr. Rief. (This material was identifiable because it was the only material of this type which had been fabricated in the shop.)

Mr. Rief was then confronted by Mr. Schiessl who physically took the cut-out away from Mr. Rief, stating that he had no right to it. During the discussion which followed Mr. Schiessl produced a mill report on 10¾" ASTM A53 pipe, but it did not bear any heat number or other tie to the pipe which was used. Mr. Rief said he could not accept the report without an identifying heat number. Mr. Schiessl demanded to know where it said that the mill report had to be marked with the heat number. Such a requirement is not a part of ASTM A53, but an identifying tie of some type is required by Oregon State Standards, Article 6-7, as supplemented April 1, 1966, which is enclosed and which is also a part of the subject contract. The heat number is an excellent means of identification, it meets the requirements of Article 6-7 and is used by other fabricators and suppliers as a means of tying the mill report to the product.

We request that you work with Fentron Highway Products in supplying this office with either material samples or acceptable mill reports so that the documentation of the sign structures can be completed at the earliest possible time.

Very truly yours,

O. A. WHITE
Engineer of Materials & Research

OAW:zf

cc: Fentron Highway Products
Coral Corporation
L. P. Shaw
L. W. Rulien
J. W. Cochell
E. J. Rief
F. D. Morgan

RECEIVED
DEC 5 - 1967

SU-433(3)
6820

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 17, 1967

To: Mr. Floyd Query
Secretary

B U I L D I N G

SUBJECT: AGENDA ITEM FOR OCTOBER 31 COMMISSION MEETING
File No. 38252 [L-5030] - Scott
Cedar Hills Boulevard Interchange Section
Sunset Highway
Washington County

AGENDA
OCT 31 1967
17

Please place on the agenda of the October 31 meeting the matter of Commission confirmation of telephonic approval of Mr. Jackson to expend $1,520 to relocate a drain field and septic tank on the Scott property. Mr. Jackson gave telephonic approval to Mr. Rohde on July 5, 1967.

The Scott property was acquired in its' entirety as a result of a legal settlement which was approved by the Commission at the April 25, 1967, Commission meeting. In order to make the property rentable, it was necessary to relocate the septic tank and drain field.

The new septic tank and drain field has been installed, and the property is presently being rented at $135 a month.

G. E. ROHDE
Chief Counsel

D. H. Moehring
Right of Way Engineer

DHM:JP
cc G. E. Rohde

NOTED
C. W. HEAD

RECEIVED
AUG 29 1967
FOR FILING
SCI-433(3)
6820

1876

August 29, 1967

Mr. Lloyd O. Hammel, Jr.
General Attorney
Pacific Northwest Bell Telephone Company
421 S. W. Oak Street
Portland, Oregon 97204

Attention Mr. Bruce B. Sasson
Attorney

Dear Mr. Hammel:

Re: Claim for Damage to Telephone Cable
Cedar Hills Boulevard Interchange
Section, Sunset Highway, Contract No. 6820

Reference is made to your letter of August 4 in which you notified the State that you were asserting a claim in the amount of $3,051.76 for damages to your underground telephone cable in the vicinity of Station "UX" 91+12 in Cedar Hills Boulevard.

It is our opinion that the responsibility for the damages is clearly set out in Sections 7-22, 7-24, 7-25 and 7-26 of our Standard Specifications for Highway Construction which are, by reference, a part of this contract. Section 7-24, Restoration of Damaged Property, makes the contractor responsible to ascertain the existence and location of all properties and facilities which may be subject to damages by his operations. Section 7-25, Responsibility for Damages, makes the contractor responsible for any damages caused by him or his subcontractors.

We therefore feel that any claim for damages caused by our contractor's performance of work under this contract should be made to the contractor.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
G. E. Rohde
F. D. Morgan
L. W. Rulien
T. W. Litchfield

JMC:ss srb

FORM E-20 80M 8-61 24397

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

P.O. Box 282
Beaverton, Oregon 97005
August 15, 1968

SUBJECT: TELEPHONE CABLE DAMAGE
Cedar Hills Blvd. Interchange
Sunset Highway
September 20, 1966

To: L.W. Rulien
Division Engineer

AttIn: C.T. Keasey
Asst. Div. Engineerx

At 8:35 A.M. on September 20, 1966, while grading with an "S-18" scraper in the vicinity of "Ux" 91+12, the underground telephone cable conduit belonging to the West Coast Telephone Co. (General Telephone Co.), and the Pacific Northwest Bell Telephone Co. was severed. The grading in this area, at this time, was approximately ½ to 1 foot above finish subgrade. The grading work was being done by G.D. Dennis & Sons' Inc. of 7355 S.E. Johnson Cr. Blvd., Portland, Oregon, a sub-contractor to Gary Baker Contractor & Inland Construction Co., prime contractors for the Cedar Hills Blvd. Interchange Project, on the Sunset Highway, in Washington County, Contract No. 6820. The contractor (G.D. Dennis & Sons'), the resident engineer, James W. Cochell, and the telephone co. were all aware of this conduit; but, it is unknown by this office if special instructions were given to the telephone company by the contractor to protect their facilities in this specific area. Mr. Jack Hesla, Div. Utilities Liaison Engineer, determined prior to the letting of this contract that the conduit was in the clear at the manholes; and it was assumed that the conduit xxx continued between manholes on a constant grade. For this reason a request to relocate was not made.

The enclosed platted cross-sections indicate that the telephone conduit was fromm0.1 ft. above finish subgrade at a point 19ft. left of centerling station "Ux" 90+25, to 1.6 ft. above finish subgrade at a point 41.4 ft. left of centerline station "Ux" 91+65. The face of curb is at 42.0 ft. left of centerline x through this section of road. Levels taken immediately after the break occured indicated that the conduit was below subgrade at the telephone conduit manholes; however, the conduit did not continue on a constant grade between the manholes.

It is felt by this office that reasonable caution and care was being taken in this area by the contractor, since everyone concerned was of the opinion that the conduit was below subgrade.

Continued1

Routing

| | |
|---|---|
| Morgan | Peasc |
| Decker | Morelock |
| Bond | Trout |
| Barbee | Scott |
| Walker | Wills |
| Glenn | Litchfield |
| Swan | Olson |

RECEIVED
JUL 1 1967
CONSTRUCTION
DIVISION

Mention of this conduit was made at the preconstruction conference, held f for this project at the Division Office on May 10, 1966. ~~X~~ The opinion of Jack Heels, and the telephone company, was that the conduit was well below subgrade.

Reference is made to the letter of April 11, 1966 from Mr. T.W. Litchfield, Utilities Liaison Engineer, to the utility companies with facilities within the project. This letter informs the utility companies of the plans of the highway department for this project, and the need for the utility companies to protect their facilities.

On the basis of the above facts I would recommend that any and all claims for damages to the telephone companies involved be denied.

James W. Cochell

James W. Cochell
Resident Engineer

FORM E-20 SOM 10-65

Morgan 1077
Decker
Bon
Barbee
Walker
Glenn
Swart

RECEIVED
AUG 16 1967
CONSTRUCTION DIVISION

Pease
Moreland
Trout
Scott
Wills
Litchfield
Olson

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
August 15, 1967

SUBJECT: Assignment No. 1070-P
Pacific N.W. Bell Damage Claim
Cedar Hills Blvd. Interchange
Sunset Highway
Contract No. 6820

To: Mr. F. D. Morgan
Construction Engineer
Salem

RECEIVED 10
Litchfield
By Construction Engineer

In response to the above assignment, the subject of which is a claim from Pacific Northwest Bell for damages to their underground cable on Cedar Hills Boulevard, which occurred during the grading on this section on September 20, 1966, I am submitting herewith a report from Resident Engineer James W. Cochell, together with a memorandum from Field Utilities Liaison Engineer Jack Hesla, and a copy of a previous report from Cochell submitted on September 21, the day following the date of damage.

These utilities were entirely checked prior to construction, and all known conflicts reported to the utility companies prior to construction, as is our usual practice. The telephone company was furnished with copies of the construction plans, and the conduit in question was checked at the manholes for elevation. It was determined from these elevations that the conduit was below our subgrade and would need no further adjustment. In fact, however, the conduit was found to be, at one point, 1.6' above subgrade. All parties were aware that the conduit was in existence, and we feel that the contractor exercised reasonable care in the performance of his work in this area.

Under the circumstances indicated from the reports, we recommend that any claim for damages by either Pacific Northwest Bell or West Coast Telephone Company be denied. It appears that any error in the elevation of the conduit is entirely the responsibility of the telephone company.

L. W. Rulien
Division Engineer

by

C. T. Keasey
Assistant Division Engineer

CTK:nlb

Encl.

cc: James W. Cochell

Routine

FORM C 302—50M—7-66

SP*22811.734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213

August 15, 1967

To: Memo to the Files

SUBJECT: Utilities
Cedar Hills Boulevard Interchange
Sunset Highway
Washington County

The field work in regard to utilities located within the construction area of the subject project was handled in the usual manner. Preliminary work was accomplished by Jack Cartwright in 1963 from a location detail map prepared by James W. Cochell.

Roy W. Pyle prepared a revised interchange and alignment plan in 1965. Copies were delivered to the utilities in October, at which time I met with all the utilities involved and discussed the proposed construction. Possible relocation routes and adjustments were discussed and further field work accomplished.

Preliminary right of way maps were forwarded to utilities involved in August, 1965 and in December, 1965 preliminary plans for the project were distributed.

During the final field work, before the conflict reports were submitted, the telephone manholes within the area were inspected to determine the depth of the conduit, and it was found to enter the manholes at approximately 5+ feet, This was assumed to be the elevation of the conduit between the manholes. No discussion was ever held with personnel of either West Coast Telephone Company or Pacific Northwest Bell Telephone Company in regard to the depth of the conduit as installed in Cedar Hills Boulevard.

It has always been the purpose in supplying preliminary plans, right of way plans, et cetera, to the utilities to allow them time to inspect these and determine the effect of construction on their facilities. We do not guarantee the list of conflicts forwarded by our Legal Division covers all possible problem areas. However, every conflict which can be determined is listed.

Jack Hesla

Jack Hesla
Field Utilities Liaison Engineer

JH:sh

cc L. W. Rulien
James W. Cochell

Klamm
re Rohde 1-4-67

-5378

# PACIFIC NORTHWEST BELL

421 S. W. OAK STREET, PORTLAND, OREGON 97204 • AREA CODE 503 • 224-9261

AUG 7 67

LLOYD G. HAMMEL, JR., GENERAL ATTORNEY
BRUCE B. SAMSON, ATTORNEY

August 4, 1967

Oregon State Highway Commission
State Highway Building
Salem, Oregon 97310

Attention: Forrest Cooper, State Highway Engineer

Re: Contract No. 6820 with Gerald Baker Cedar Hills Blvd. Interchange Sunset Highway Washington County

Gentlemen:

Please be notified that Pacific Northwest Bell asserts a claim in the amount of $3,051.76 under Sections 7-25 and 7-26 of the Standard Specifications for Highway Construction (1964) and under the terms of the above contract.

This claim arises from injuries to an underground cable inflicted on September 20, 1966 by G. D. Dennis & Sons, sub-contractors of Gerald Baker, during the course of preforming the above numbered contract.

Neither Garry Baker or G. D. Dennis & Sons have indicated any willingness to settle this matter and it appears that it will be necessary for Pacific Northwest Bell to file a lawsuit to recover our lawful damages.

Routing

| | | | |
|---|---|---|---|
| Morgan | /// | Pease | |
| Decker | | Morelock | |
| Bond | | Trout | |
| Barbee | | Scott | |
| Walker | | Wills | |
| Glenn | | Litchfield | 2 N |
| Swan | | Olson | |

RECEIVED
AUG 9 1967
CONSTRUCTION
DIVISION

Very truly yours,

LLOYD G. HAMMEL, JR.
General Attorney

By Bruce B Samson
Attorney

cc: Garry Baker, dba Garry Baker Contractors
G. D. Dennis & Sons
Inland Construction Co.

RECEIVED
AUG 7 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 50M 8-61 34387

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

P.O. Box 282
Beaverton, Oregon 97005
September 21, 1966

SUBJECT: WATER MAIN & TELEPHONE CABLE DAMAGE
Cedar Hills Blvd. Interchange
Contract No. 6820

To: L.W. Rulien
Division Engineer

ATTENTION: C.T. Keasey:

MEMO to FILE:

At 8:35 A.M., while grading with an "S-18" scraper in the vicinity of "UX" line station 91 + 12, the 20-inch high pressure main belonging to the Wolf Creek Highway Water District was ruptured. The length of the break extended from sta. 90 + 81 to 90 + 92, or eleven (11) feet. Elevations taken on top of the main show the main to be 1.8 feet below subgrade at sta. 90 + 81 and 1.6 feet below subgrade at sta. 90 + 92. The damaged section has been removed and replaced by the "Water District".

The underground cable conduit belonging to the West Coast and the Northwest Bell Telephone Companies, was severed at the same time and station as the water main indicated above. This severance resulted in the entire Beaverton area being without telephones. Elevations taken at the time, indicate that the concrete encasement is 0.1 above subgrade at sta. 90 + 25 and 1.6 feet above subgrade at sta. 91 + 65.

Considerable water damage has been done to the "Dale Lockhart" property at 11585 S.W. Lanewood and to the property of Mrs. Rucker, who resides at 11540 S.W. Lanewood.

The contractor's insurance company has been notified and they will survey the damage to the various properties and contact the owners.

The work on this portion of the project is being done by G.D. Dennis & Sons, Inc., 7355 S.E. Johnson Creek Blvd., Portland, Oregon, a sub contractor of the project. The sub contract is dated May 9, 1966 and was approved by the Division Office on June 15, 1966.

Pictures have been taken of the damages and will be submitted at a later date.

James W. Cochell
Resident Engineer

cc: Division Engineer
Jack Hesla
West Coast Telephone Co.
File

SEP 26 1966

NOTED

RECEIVED
AUG 21 1967
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Salem Oregon

PUBLIC INFORMATION OFFICE PHONE 364-2171 Ext. 1501

SCL-433(3)
6820

NEWS RELEASE 67-150-S

FOR IMMEDIATE RELEASE August 17, 1967

The Cedar Hills Boulevard Interchange of the Sunset Highway (US26), located approximately 3.5 miles west of the west city limits of Portland, will be opened to traffic at 10 a.m., Friday, August 18, it was announced today by Forrest Cooper, state highway engineer.

The 0.78-mile project, on which work was started May 11, 1966, involved the construction of interchange legs, overlay on the Sunset Highway, and reconstruction of 0.25 mile of Cedar Hills Boulevard. It also called for signing and traffic signals.

Highway Department officials cautioned motorists to drive with care through the area as construction workers will be doing some minor signing and the traffic signals will not be operating at the Parkway and Cedar Hills Boulevard intersection. A four-way stop system will be employed to control traffic until the lights become operable.

Contractor for the project was Gary Baker & Inland Construction.

# # # # # # # #

NOTED
F. B. KLABOE

RECEIVED
AUG 18 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 16 1966
FOR FILING
6820

September 14, 1966

Mr. Norm Nunn
Executive Assistant
Executive Department
State Capitol
Salem, Oregon 97310

Dear Mr. Nunn:

The acquisition of the Scott property for the Cedar Hills Boulevard Interchange project on the Sunset Highway has been a drawn-out and difficult proposition.

The Scotts own a very nice parcel of property, part of which is needed for this highway improvement project. We have attempted to deal with them through their lawyer for many months and have not been able to come to terms.

At first, the Scotts wanted us to purchase the entire property and we were working along those lines. We are now informed that they do not want us to purchase the entire property but only what is needed for the highway. We have also tried to get the matter to court so it could be settled but have not been successful as they do not appear anxious for a court trial at this time.

We hope that we have now found solutions to most of the Scotts' problems but realize that in cases of this kind completely amicable solutions are often difficult or impossible.

I believe the attached draft for the Governor's consideration is self-explanatory.

cc: Cooper
Klaboe
Wolfe
Morgan
McKinney
Moehring
Bulien

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

FBK:srb ms

Att.

Military 1020 - Cedar Hill Blvd
Portland, Oregon
Aug. 12, 1946

Mark Hatfield;
Governor of Oregon,
Dear Sir:
This will probably be
tossed on file #13 before
you read the first Paragraph
But anyway I wish to
register a complaint on
the Way the State of Oregon
has handled the situation
with the Home owners and
tax payers on the Project
of Sunset Highway and
Cedar Hills Boulevard
intechange. I am
ashamed to say I live

RECEIVED
AUG 13 1946
OFFICE OF
STATE HIGHWAY ENGINEER

in a state that deals with its people in the way this has been handled.

We are the last people left in this section and unhappily so.

Our road way (lane) been completely demolished - Cant get in our garage + Carport which is on the North side of our property a partially completed access road has been put in by Rte Highway but to the South West corner of property and no way at all to get to existing garage - Our septic tank system has been interrupted

an affluent running on top of ground, Water lines broken and Worst of all they wont even talk to you about What plans are for sewage were expected to just assume all damages (if any) as so coyily put in Condemnation Papers. We cannot get to our mail box which at times has been thrown aside for a week at a time, 2 times this happened.

They have surveyed & resurveyed so many times I doubt myself if the road

Will ever be located where
they tell us it will be, which
is just about 12 feet from
Our front door. Each time Its Worse

I heartily invite you to
Meet me on the property
any time to View the situation
not only Mine but Others
Who Have had a dirty deal
Met by our own state.
Millions are being spent
on the project and Evidently
the homeowners & taxpayers
should be the first to get
a fair deal and not
just be made to feel like
little like Church mice.

Our yard has been

Cluttered by beer cans
from lunch eaters on this
project Cigarette butts
emptied in great quantities
papers etc. Seems there
should be some inspection
by some of our ~~authoritative~~
authoritative
persons

An unhappy tax payer

Evelyn M Scott
1020 SW Cedar Hills Blvd
Portland Oregon

RECEIVED
AUG 18 1966
FOR FILING

FB Klabee.

6120

CDN MCE PDP MIL 52 8-18-66 8.25A

F D MORGAN

INFO COPY TO MCE AND PDP

TRAFFIC WAS DIVERTED TO DETOUR AT CEDAR HILLS BLVD INTERCHANGE ON SUNSET HWY YESTERDAY. WESTBOUND TRAFFIC DIVERTED AT 11.45 AM EASTBOUND TRAFFIC AT 5.30 PM DETOUR OPERATING SATISFACTORILY WITH NO PROBLEMS

KEASEY
LH
17.--.009

RECEIVED
AUG 18 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-12.X 50M 2-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
xxxxxxxxxxxx
P.O. Box 02157
Portland 97202
June 24, 1966

Washington County Board of Commissioners
Washington County Court House
Hillsboro, Oregon

Gentlemen:

A review of the traffic situation at the intersection of Cedar Hills Boulevard and the Sunset Highway, which is now under contract for construction of a complete traffic interchange, indicates that a much safer operation can be made by removing all intersecting traffic from the construction area.

This was discussed with Mr. Meng and Mr. MacKinstry of your Highway Section at a preconstruction conference held here on May 10, and I understand that our Resident Engineer, James Cochell, has also tentatively discussed the matter with at least one member of your Commission.

We have worked out a plan of closing certain intersecting county roads and detouring traffic in the area to either the Cedar Hills Interchange at the shopping center or to Murray Road Interchange, whichever is applicable. A small scale map showing the closures and detour routes is attached.

We feel that the entire construction operation will be much safer with the intersecting traffic removed, and that a substantially earlier completion date will be realized. We are also negotiating with the contractor for a reduction in contract amount due to the removal of traffic from the area.

The plan will, we believe, be of considerable benefit to the taxpayers of Oregon and Washington County. There will no doubt be some complaint from a few people in the immediate area due to a slightly longer route of travel, but we feel that the benefits and safety of the majority far outweigh the inconvenience of the few.

It is anticipated that traffic could be using the interchange several months earlier under this plan than would be possible if it is necessary to maintain traffic through the area.

Adequate signing and barricading at key locations would be provided at no expense to the County.

If you concur in our proposal, please indicate your approval in the space provided below. Please return four copies of this letter to me for our records. You may keep one for your files if you wish.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

L. W. Rulien
Division Engineer

by

C. T. Keasey
Assistant Division Engineer

CTK:fb

APPROVED: Washington County Board of Commissioners

6/9/66 A

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

RECEIVED JUN 20 1966

MONTHLY TRANSACTION NO.

FORM PR-2 (REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

*(PPM 21-7)*

STATE: Oregon

COUNTY: Washington

PROJECT NO.: SU-433(3)

PROJECT REPORT NO.: FOR FILING 4

#1820

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Cedar Hills Blvd. Interchange Section, FAS Route 838

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH *(Miles)* |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 3-30-66 | 0.218 |
| OTHER *(Specify)* | | |

FUNDS — Pro Rata 63.51

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 69,467 | $ 44,000.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. H. Klaboe

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. M. Parsons
(Division Engineer)

By L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 9 1966

Oregon State Highway Department

Federal Aid
Project No. SU-433(3)

CEDAR HILLS BLVD. INTERCHANGE SECTION ON

FAS ROUTE 838 IN WASHINGTON COUNTY

Project agreement estimate.

Salem, Oregon, May 25, 1966

Type Code 6201
Roadway (Sta. "CH" 95+50 to "CH" 108+00)(Contract No. 6820)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required 10% | | $ 2,000.00 |
| General Excavation, Unclassified | 4,700 cu.yds. | $ 0.95 | 4,465.00 |
| Finishing Roadbed and Slopes | All Required 10% | | 300.00 |
| Trench Excavation | 600 cu.yd. | 7.40 | 4,440.00 |
| Special Backfill in Drains | 80 cu.yd. | 6.00 | 480.00 |
| Watering | 12 M-gal. | 2.50 | 30.00 |
| 3/4"- 0 Material in Stone Leveling Course | 640 ton | 2.44 | 1,561.60 |
| Plant-Mix Stone Base | 5,300 ton | 2.38 | 12,614.00 |
| 3/4"- 0 Aggregate in Prime Coat | 60 cu.yd. | 4.75 | 285.00 |
| RC-250 Asphalt in Prime Coat | 10 ton | 49.00 | 490.00 |
| Class "B" Asphalt Concrete | 2,100 ton | 6.62 | 13,902.00 |
| 8-inch Sewer Pipe | 24 lin.ft. | 4.25 | 102.00 |
| 12-inch Sewer Pipe | 930 lin.ft. | 4.20 | 3,906.00 |
| 8-inch Drain Pipe | 270 lin.ft. | 2.00 | 540.00 |
| Concrete Manholes | 3 only | 270.00 | 810.00 |
| Concrete Inlets, Type "CC" | 2 only | 105.00 | 210.00 |
| Concrete Inlets, Type "C" | 5 only | 98.00 | 490.00 |
| Concrete Curbs | 86 cu.yd. | 35.20 | 3,027.20 |
| Extra for AC Concrete Approaches | 7 only | 25.00 | 175.00 |
| Guide Posts, W-2 Way | 10 only | 7.50 | 75.00 |
| SIGNING | | | |
| Painted Wood Sign Posts | All Required (7%) | | 108.92 |
| Type "E" Signs in Place | 19 sq.ft. | 4.75 | 90.25 |
| Type "F" Signs in Place | 77 sq.ft. | 6.50 | 500.30 |
| | | | $ 50,602.47 |
| Flagging (57% of Contractors Cost) | All Required | | 1,000.00 |
| | Subtotal | | $ 51,602.47 |
| | 10% Engr. & Cont. | | 5,159.53 |
| | Total | | $ 56,762.00 |

Length of Project - - - - - - - - - 0.218 mile
Roadway Cost Per Mile - - - - - - - $260,376.14

Type Code Y031
Traffic Signal (Sta. "CH" 96+00)

| | | |
|---|---|---|
| Traffic Signal Installation Complete | All Required | $ 11,550.00 |
| | Subtotal | $ 11,550.00 |
| | 10% Engr. & Cont. | 1,155.00 |
| | Total | $ 12,705.00 |

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds | County Funds |
|---|---|---|---|---|
| Roadway | $ 56,762.00 | $ 36,000.00 | $ 10,381.00 | $ 10,381.00 |
| Traffic Signals | 12,705.00 | 8,000.00 | 2,352.50 | 2,352.50 |
| | $ 69,467.00 | $ 44,000.00 | $ 12,733.50 | $ 12,733.50 |

State Funds for Const.: Chap. 175, Laws 1917;
Chap. 31, Laws 1920;
Chap. 329, Laws 1939.

State Funds for Maint.: Chap. 329, Laws 1939.

## CEDAR HILLS BLVD. INTERCHANGE

### STATE WORK

| | | | |
|---|---|---|---|
| **ROADWAY** | | | |
| Clearing and Grubbing | All Required (90%) | | $ 18,000.00 |
| Ditch Excavation, Unclassified | 10 cu.yd. | $ 5.00 | 50.00 |
| General Excavation, Unclassified | 263,000 cu.yd. | 0.95 | 249,850.00 |
| Finishing Roadbed and Slopes | All Required (90%) | | 2,700.00 |
| Rounding Cutbanks | 10,000 lin.ft. | 0.20 | 2,000.00 |
| Trench Excavation | 5,500 cu.yd. | 7.40 | 40,700.00 |
| Furnishing and Placing Topsoil | 5,200 cu.yd. | 1.00 | 5,200.00 |
| Watering | 380 M-gal. | 2.50 | 950.00 |
| 3/4"- 0 Material in Stone Leveling Course | 7,500 ton | 2.44 | 18,300.00 |
| Plant-Mix Stone Base | 63,000 ton | 2.38 | 149,940.00 |
| 3/4"- 0 Aggregate in Prime Coat | 400 cu.yd. | 4.75 | 1,900.00 |
| RC-250 Asphalt in Prime Coat | 60 ton | 49.00 | 2,940.00 |
| RS-1 Asphalt in Tack Coat | 5 ton | 60.00 | 300.00 |
| Class "B" Asphaltic Concrete | 21,000 ton | 6.62 | 139,020.00 |
| Class "A" Concrete in Retaining Walls | 146 cu.yd. | 74.00 | 10,804.00 |
| Reinforcement in Retaining Walls | 10,700 lb. | 0.14 | 1,498.00 |
| 12-inch Culvert Pipe | 300 lin.ft. | 3.50 | 1,050.00 |
| 4-inch Sewer Pipe | 230 lin.ft. | 3.00 | 690.00 |
| 6-inch Sewer Pipe | 165 lin.ft. | 4.00 | 660.00 |
| 8-inch Sewer Pipe | 1,100 lin.ft. | 4.25 | 4,675.00 |
| 12-inch Sewer Pipe | 5,700 lin.ft. | 4.20 | 23,940.00 |
| 15-inch Sewer Pipe | 250 lin.ft. | 5.50 | 1,375.00 |
| 18-inch Sewer Pipe | 1,020 lin.ft. | 7.80 | 7,956.00 |
| 21-inch Sewer Pipe | 430 lin.ft. | 9.00 | 3,870.00 |
| 24-inch Sewer Pipe | 700 lin.ft. | 12.23 | 8,561.00 |
| 30-inch Sewer Pipe | 900 lin.ft. | 14.50 | 13,050.00 |
| 12-inch Culvert End Sections | 2 only | 35.00 | 70.00 |
| Concrete Manholes | 25 only | 270.00 | 6,750.00 |
| Concrete Inlets, Type "CC" | 2 only | 105.00 | 210.00 |
| Concrete Inlets, Type "C" | 20 only | 98.00 | 1,960.00 |
| Concrete Inlets, Type "C-1" | 13 only | 110.00 | 1,430.00 |
| Concrete Inlets, Type "C-2H" | 10 only | 125.00 | 1,250.00 |
| Concrete Curbs | 400 cu.yd. | 35.20 | 14,080.00 |
| 4-inch Concrete Surfacing | 220 sq.yd. | 3.20 | 704.00 |
| Extra for AC Concrete Approaches | 10 only | 25.00 | 250.00 |
| Guide Posts, W-1 | 60 only | 7.00 | 420.00 |
| Guide Posts, W-2 Way | 28 only | 7.50 | 210.00 |
| Guide Posts, Y-2 & 3 | 156 only | 7.50 | 1,170.00 |
| Guard Rail | 600 lin.ft. | 2.45 | 1,470.00 |
| Median Barrier | 1,540 lin.ft. | 3.80 | 5,852.00 |
| Type 2 Barricade | 820 lin.ft. | 2.75 | 2,255.00 |
| Rail End Pieces | 20 only | 5.00 | 100.00 |
| Guard Rail Blocks | 390 only | 1.50 | 585.00 |
| Extra Guard Rail Posts | 34 only | 12.00 | 408.00 |
| Extra for Painting Rails | 3,740 lin.ft. | 0.10 | 374.00 |
| Salvaging Type 2 Barricades | 1,540 lin.ft. | 0.50 | 770.00 |
| Guard Rail (Salvaged Type 2 Barricade) | 820 lin.ft. | 1.00 | 820.00 |
| Type 2 Barricade (Salvaged Type 2 Barricade) | 770 lin.ft. | 0.50 | 385.00 |

## CEDAR HILLS BLVD. INTERCHANGE

### STATE WORK - Contd.

| | | | | |
|---|---|---|---|---|
| **STRUCTURE** | | | | |
| Shoring, Cribbing, Etc. | All Required | | | $ 7,200.00 |
| Structural Excavation | 950 cu.yd. | $16.00 | | 15,200.00 |
| Structural Excavation Below Elevation Shown | 100 cu.yd. | 16.00 | | 1,600.00 |
| Class "A" Concrete | All Required | | | 77,000.00 |
| 40' to 45', Type 4 Prestressed Beams | 14 only | 900.00 | | 12,600.00 |
| 55' to 60', Type 4 Prestressed Beams | 14 only | 1,100.00 | | 15,400.00 |
| 95' to 100', Type 4 Prestressed Beams | 16 only | 2,100.00 | | 33,600.00 |
| Metal Reinforcement | All Required | | | 28,000.00 |
| Metal Parapet Railing | 784 lin.ft. | 5.50 | | 4,312.00 |
| Preparation of Slopes | 1,200 sq.yd. | 2.00 | | 2,400.00 |
| Concrete Slab Riprap | 1,200 sq.yd. | 7.00 | | 8,400.00 |
| 8-inch Metal Unperf. Drain Pipe, Type "A" Coating | 240 lin.ft. | 4.00 | | 960.00 |
| **SIGNING** | | | | |
| Sign Support Footings | All Required | (100%) | | 11,300.00 |
| Pipe Sign Posts | All Required | (100%) | | 1,891.00 |
| Single Sign Supports | All Required | (100%) | | 3,083.00 |
| Double Sign Supports | All Required | (100%) | | 2,535.00 |
| Sign Bridges | All Required | (100%) | | 17,135.00 |
| Sign Illumination Equipment | All Required | (100%) | | 4,476.00 |
| Painted Wood Sign Posts | All Required | (93%) | | 1,447.08 |
| Type "A" Signs in Place | 2,008 sq.ft. | 6.90 | | 13,855.20 |
| Type "C", "D" & "R" Signs in Place | 388 sq.ft. | 4.50 | | 1,746.00 |
| Type "E" Signs in Place | 44 sq.ft. | 4.75 | | 209.00 |
| Type "P" Signs in Place | 90 sq.ft. | 6.50 | | 585.00 |
| | | Subtotal | | $1,016,436.28 |
| Flagging (57½ of Contractors Cost) | | All Required | | 2,500.00 |
| | | Total | | $1,018,936.28 |

RECEIVED
JUN 28 1966
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 2380

June 8, 1966

Board of County Commissioners
Washington County
Courthouse
Hillsboro, Oregon

Agenda Item
4 j
6-2-66

Gentlemen:

We are enclosing for your records a fully executed copy of a Supplemental Throughway Agreement pertaining to Cornell Road-Barnes Road Section (Cedar Hills Boulevard Interchange) of the Sunset Highway.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

BB
Enclosure

cc: H. S. Cox
(Conformed Copy)
Attn: Don Harwell

RECEIVED
JUN 27 1966
FOR FILING

SU-433(3)

6820

May 10, 1966

Gary Baker, Contractor
& Inland Construction Co.
2030 E. Main Street
Hillsboro, Oregon 97123

Bid opn 28
3P

Gentlemen:

The State Highway Commission on May 9, 1966, accepted your proposal for grading, paving, structure, and signing on the Cedar Hills Boulevard Interchange Section of the Sunset Highway in Washington County for the sum of $1,078,988.75 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions were satisfied and on the same day the State Highway Engineer awarded you the project, which has been assigned Contract No. 6820.

Later in day

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Henry, Secretary
OREGON STATE HIGHWAY COMMISSION

go

cc: Pacific Builder and Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Oregon

Frank Morgan
L. H. Young
C. D. Matthis (SIAC)
I. D. Merchant

RECEIVED
APR 29 1966
FOR FILING

SU-433 (3)

6820

April 29, 1966

The Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem, Oregon

Dear Governor Hatfield:

Reference is made to an April 12 letter from Mr. and Mrs. Martin Stadelman concerning a recent tragic accident on the Sunset Highway near Cedar Hills Boulevard.

This location has been under surveillance for some time and plans for construction of a grade separation and interchange have been prepared. The only reason these plans have not been consumated before now is lack of sufficient monies. Bids were received on April 26 for construction of the interchange.

We have plans on the shelf for improvement of many such situations in the state and lack only the necessary funds to proceed with their implementation.

Pending construction of the interchange, we have endeavored to make the present at-grade intersection safe with flashing light signals and a prolific installation of "DO NOT ENTER" signs.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
L. V. Rulien

FBC njc RLP:ms fn

MARK O. HATFIELD
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

3284

'66

April 19, 1966

Mr. and Mrs. Martin Stadelman
Route 1, Box 117
Cornelius, Oregon 97113

Dear Mr. and Mrs. Stadelman:

Your letter has been read with a great deal of sadness. Please accept my deepest sympathy for you in the grief which you bear. As you know, during my entire service as Governor of the State of Oregon, I have attempted to do everything to encourage safety on our highways. This includes not only the education of our drivers in order that they will conduct themselves safely and emphasis upon proper law enforcement, but also places emphasis upon the proper engineering design in construction of the highways themselves. We are limited by the funds available, and I encouraged the last Legislature to increase the gas tax so that we might have additional funds to bring our highways to modern standards. Unfortunately, the Legislature did not see fit to concur in this recommendation.

I am asking the Highway Commission to make an immediate study of the site of the accident to which you refer with the hope that some corrective action can be taken. Essentially, however, the Sunset Highway will not be as safe as we might desire until there is sufficient money to bring it to freeway standards, which eliminates cross traffic and substantially reduces the likelihood of turning into wrong lanes. Certainly the amount of traffic justifies it, and I continue in the hope that future Legislatures will take action that will provide the funds to permit such highway construction.

Sincerely,

RECEIVED
APR 22 1966
TRAFFIC ENGINEERING

Governor

MOH:nc

cc: Mr. Forrest Cooper,
State Highway Engineer

COPY

RECEIVED
APR 21 1966
OREGON
STATE HIGHWAY COMMISSION

Apr. 12. 1966

Governor Mark O. Hatfield
State Capitol
Salem Ore.

Martin Stadelman
Rt. 1. Box 117
Cornelius. Ore.
97113

Dear Governor.

I'm writing this with an ache in my heart that is almost to much for anyone.

Why may I ask is millions of dollars being spent to beautify our highways? instead of being spent to make them safe for people to travel.

Our son lies in St. Vincents Hospital at deaths door. my nephew was buried yesterday. also the 2 women who hit them had been buried. all because the highway is not built right or marked properly. If it had been the 2 women would'nt have gotten into the wrong lanes of traffic. traveling East in the West bound lanes.

Lets rename the Sunset High way or 6 or 26 which ever it is called. and call it Suicide drive.

Several people we know personally have lost their lives on this high way. It is not built right. (but it could be changed. and this needless slaughter stopped.

Please pray for our son.

Sincerely,

Mr & Mrs Martin Stadelman

APR 13 1966

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APR 29 1966
FOR FILING

SJ 133 (3)

6820

April 29, 1966

Mr. Warne Nunn
Executive Assistant
Executive Department
State Capitol Building
Salem, Oregon

Dear Mr. Nunn:

Attached is a suggested reply for the Governor's consideration regarding the tragic accident in the Cedar Mills area of the Sunset Highway.

I believe the draft is self-explanatory; however, if you wish additional information, please advise.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attach.

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
L. W. Rulien

SUGGESTED DRAFT OF REPLY FOR GOVERNOR'S CONSIDERATION
April 29, 1966

Mrs. James Seigal
Route 2, Box 37-C
Cornelius, Oregon 97113

Dear Mrs. Seigal:

Your letter of April 26 indicates concern with respect to confusing and dangerous traffic areas in Oregon, with specific reference to the Cedar Mills area where a recent fatal accident occurred on the Sunset Highway.

The shortcomings of certain sections and locations on our highway system are of great concern to myself as well as the Highway Commission. For these many substandard locations, plans have been drawn and the only deterrent to their implementation is the necessary funds. This has been the case with the location on the Sunset Highway.

I am informed by the State Highway Engineer that bids were received on April 28 for construction of a complete grade-separated interchange facility, which is estimated to cost in excess of one million dollars.

The correction of hazardous locations is limited only by funds available. I am hopeful that the next legislature will see fit to

increase the gas tax, which it failed to do last session, in order to provide additional funds with which to upgrade our highways to desirable standards.

sicded to back up on the highway! This has to stop. Am sure there must be organizations who are trying to improve this area and others like it. I want to help. Please tell me the addresses of these organizations so that I can help.

Automobile accidents and fatalities can be reduced by this troublesome area being improved by proper signals, signs and guardways. Thank you for your times.

Sincerely yours,
Mrs. James Siegal
Route 2 Box 37-C
Cornelius, Oregon 97113

Itway 4-15-66

Dear Governor Hatfield,

I'm an Oregon citizen who is very upset over the confusing and very dangerous traffic areas in Oregon.

Case in point: the Cedar Mills area by Tektronix Inc. Two friends of mine were killed there last week. They died because two elderly ladies were confused and pulled into the wrong lane causing a head-on collision.

Not seven days later my father-in-law was involved in a 3 car smashup in the same area because an elderly gentleman missed his turnoff, stopped and pro-

APR 13 1966

sicceded to back up on the highway! This has to stop. I'm sure there must be organizations who are trying to improve this area and others like it. I want to help. Please tell me the addresses of those organizations so that I can help.

Automobile accidents and fatalities can be reduced by these troublesome areas being improved by proper signals, signs and pave-ageways. Thank you for your times.

Sincerely yours,
Mrs. James Siegal
Route 2 Box 37-C
Cornelius, Oregon 97113

RECEIVED
APR 28 1966

SU-432(3)
6420

April 28, 1966

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the June 2 meeting will be a supplemental interagency agreement with the Washington County Board of Commissioners pertaining to the Cornell Road-Barnes Road Section (Cedar Hills Boulevard Interchange) of the Sunset Highway in Washington County.

The agreement provides for construction and maintenance of the project by the State within the access control limits of the project. It also provides for reconstruction of existing local roads in the interchange vicinity, and the County will assume maintenance responsibility of same upon completion.

Further provisions are made for relocation of utilities, road closures, future connection (by others), et cetera.

Bids on the project were received at the April 28 bid letting. The contract includes a county FAS-C companion project located southerly of the interchange. The County will share in the cost of the FAS-C portion of the project on a 20 percent basis with the balance being paid by State and Federal monies.

We recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

DNH:mm bg

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
H. S. Cox
L. H. Young
C. H. Maison
D. H. Mochring
L. W. Rulien

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APR 28 1966
FOR FILING
1SU-433 (3)
6820

MISC. CONTRACTS and
AGREEMENTS No. 3060

April 26, 1966

Board of County Commissioners
Washington County
Courthouse
Hillsboro, Oregon

Gentlemen:

We are enclosing for your records a fully executed copy of a Finance-Construction Agreement covering Cedar Hills Boulevard Interchange of FAS 838 in Washington County.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Enc
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

RECEIVED
APR 5 - 1966

FOR FILING

Form CO-121 (11-63) (Prec. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

SU-433(3)

TO 6820 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: March 30, 1966

In reply refer to: 08-35.EC/710.13

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Federal-aid Secondary Program

Mr. Young's March 9, 1966 letter submitted one project for inclusion in the subject program. We are approving this Stage 2 construction phase project effective this date.

| Item | Project | Location | Work |
|---|---|---|---|
| 951 | SU-433(3) | Cedar Hills Blvd. Interchange Sec. | Grading & paving |

You are authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above project in accordance with the provisions of your approved Secondary Road Plan. If you subsequently find that exceptions to the procedures or your minimum design standards will be needed during the accomplishment of the project, this office should be notified of such proposed exceptions and reasons therefor.

The portion of the project classed as a safety improvement is approved with the understanding that the work will be included in your inventory of hazardous locations as outlined in our March 10, 1966 memorandum on the safety improvement program.

The material submitted to satisfy the urban transportation planning requirements of IM 50-2-65 is being accepted for this project, which in effect, is a relatively small portion of an overall improvement, largely nonparticipating. In comparable situations in the future where a substantial portion of the additional right of way needed for the improvement has not been acquired prior to July 1, 1965 full information as outlined in paragraph B5 of the Instructional Memorandum should be furnished.

This approval provides for a total of 0.22 miles of construction (including traffic signal installation) for a total estimated cost of $74,000 of which $44,400 is obligated as Federal-aid Secondary funds.

REFERRED TO
Young - Edwards - Schroder
BY ASST. STATE HWY. ENGR.
4-5-66

RECEIVED
MAR 31 1966
OFFICE OF

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 22 1966
COMMISSIONERS
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
March 21, 1966

Washington County Board of Commissioners
Courthouse
Hillsboro, Oregon

Attention: Mr. Kenneth Meng, Engineer

Gentlemen:

Herewith are three copies of a supplemental throughway agreement regarding the construction of the Cedar Hills Boulevard Interchange of Sunset Highway (US 26) in Washington County.

Please consider the contents of the agreement, and if you approve, have the Board of Commissioners execute two copies, have the clerk attest and seal them, and return both signed copies to this office. Retain the extra copy for your files.

After certification by the Highway Commission secretary, a fully executed copy will be returned to you for your records.

Please note that the contents of the agreement basically cover the various matters previously discussed with you, provide for the interchange and the reconstruction of existing county roads in the vicinity to provide for free and safe flow of traffic.

We trust the agreement will meet with your approval. If we can be of further assistance in this matter, please let us know. Your earliest consideration of this matter would be appreciated as bids are to be received on this project on April 28, 1966.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

H. S. Cox
County and City Engineer

NOTED
F. B. KLABOE

DMH:eb
Encl.

bc: F. B. Klaboe
F. D. Morgan
L. W. Rulien (attachment)

RECEIVED
MAR 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 17 1966

FORM B-807 GOV—12-63 84677

FOR FILING
Hwy 5U-433(3)
Lufkin
Inv 6820
Spec

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1966

SUBJECT: Proposed Highway Safety Improvement Projects

To: F. B. Klaboe
Asst. State Highway Engineer
B U I L D I N G

Transmitted, herewith, for your use in Safety Improvement Project programming are documentation data for the following projects:

South Fork Coquille River (White) Bridge Section, Power Highway, Coos County.
Jack Creek-Antelope Creek Section, I.O.N. Highway, Malheur County.
Woodworth Acres-Parkdale Section, Hood River Highway, Hood River County.
Pelton Dam Road-Agency Plains Section, Warm Springs Highway, Jefferson County.
McVay O'Xing Section, McVay Highway, Lane County.
Cedar Hills Boulevard Interchange Section, Sunset Highway, Multnomah County.
Ranch Road (Reedsport) O'Xing Section, Oregon Coast Highway, Douglas County.

The McVay O'Xing project is warranted on the basis of high accident experience. The Cedar Hills Boulevard Interchange project is justified on a combined basis of high accident incidents and engineering judgment. The remainder of the above listed projects are justified on the basis of engineering judgment.

ORIGINAL SIGNED BY L. E. GEORGE

L. E. George
Assistant Traffic Engineer

OBJ:djb
Enc.
cc: Tom Edwards

2-18-66
Orig to Young
to handle
with BPR.

Cedar Hills Blvd. Interchange Section

## SAFETY IMPROVEMENT PROJECT

Date February, 1966 Highway Sunset

Route No. FAP 27 Highway No. 47 M.P. 68.73 to M.P. 69.62

Urban [x] Rural [ ]

Accidents from 1-63 to 7-65 Average Daily Traffic 11,198

Total Accidents 88 Persons Injured 57 Persons Killed 0 Accident Rate 4.31

Design Speed 60 MPH No. Lanes 4 Parking no Type Terrain -

Alignment: Horz. - Vert. - Shoulders -

Type of improvement Construct grade separation structures. Construct traffic interchange.

Estimated cost of improvement: $ 1,160,000

PROGRAM

| | | | |
|---|---|---|---|
| FAP | ___ | FASC | x |
| FAS | ___ | State | x |
| FAU | ___ | Other | _____ (State-City) |
| FAI | ___ | | |

Remarks: The existing at grade intersection on this high speed 4 lane divided facility coupled with heavy turning movements constitutes an accident hazard which is evidenced by the accident rate and the total number of accidents. This general area is a rapidly developing portion of the Portland Urban Area. Therefore, this improvement is necessary not only to reduce the existing accident hazard but also to prevent the increase in accidents which will otherwise accompany the growth of the area.

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OCT 29 1965
FOR FILING

SU-433 (3)

6820

215"

October 28, 1965

Mr. Martin C. Ranes
Skidmore, Owings and Merrill
1100 S. W. 6th Avenue
Portland, Oregon 97204

Re: Cedar Hills Interchange
Beaverton-Tigard Relocation
Washington County

Dear Mr. Ranes:

This is in answer to your letter of October 19 regarding a possible future freeway connecting at the Cedar Hills Interchange.

The Highway Department does not have any plans at this time for a freeway connecting from a point near the St. Johns Bridge southerly to the existing Cedar Hills Interchange on the Sunset Highway. If any plans exist, they have been prepared by some other agency.

Possibly at some future time a study of this route may be necessary, but not as of this date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan

DNS:jp srb

1900

OCT 20 65

**Skidmore, Owings & Merrill** ARCHITECTS

1100 S.W. 6TH AVENUE
PORTLAND, OREGON 97204

REFERRED TO
Klabo

DAVID A. PUGH, A. I. A.
PARTNER

October 19, 1965

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
OCT 1 1965
CONSTRUCTION DIVISION

Pugh
Morelock
Trout
Scott
Wills
Litchfield
Olson

Mr. Forest Cooper
State Highway Engineer
State Highway Dept.
Salem, Oregon 97310

Subject: St. Vincent Hospital

Dear Sir:

Thankyou for your letter of July 14, 1965 to this office concerning the Beaverton - Tigard Highway, the South Vista Tunnel and Interstate 405. The hospital purchased the property on Barnes Hill Road near the Cedar Hill interchange and is currently formulating plans to build on the site. Our studies have revealed there are plans for additional highway construction (the Tualatin Mountain Freeway) immediately west of the site.

We need additional information on this Freeway concerning its intersection with Sunset Highway, Barnes Road and the Beaverton - Tigard Expressway (or Multnomah Expressway); on-off ramps planned and particularly the access to this regional medical center's site.

A continuation of the fine cooperation you have previously extended will be appreciated in assisting us to complete our studies.

Sincerely yours,

Skidmore, Owings & Merrill

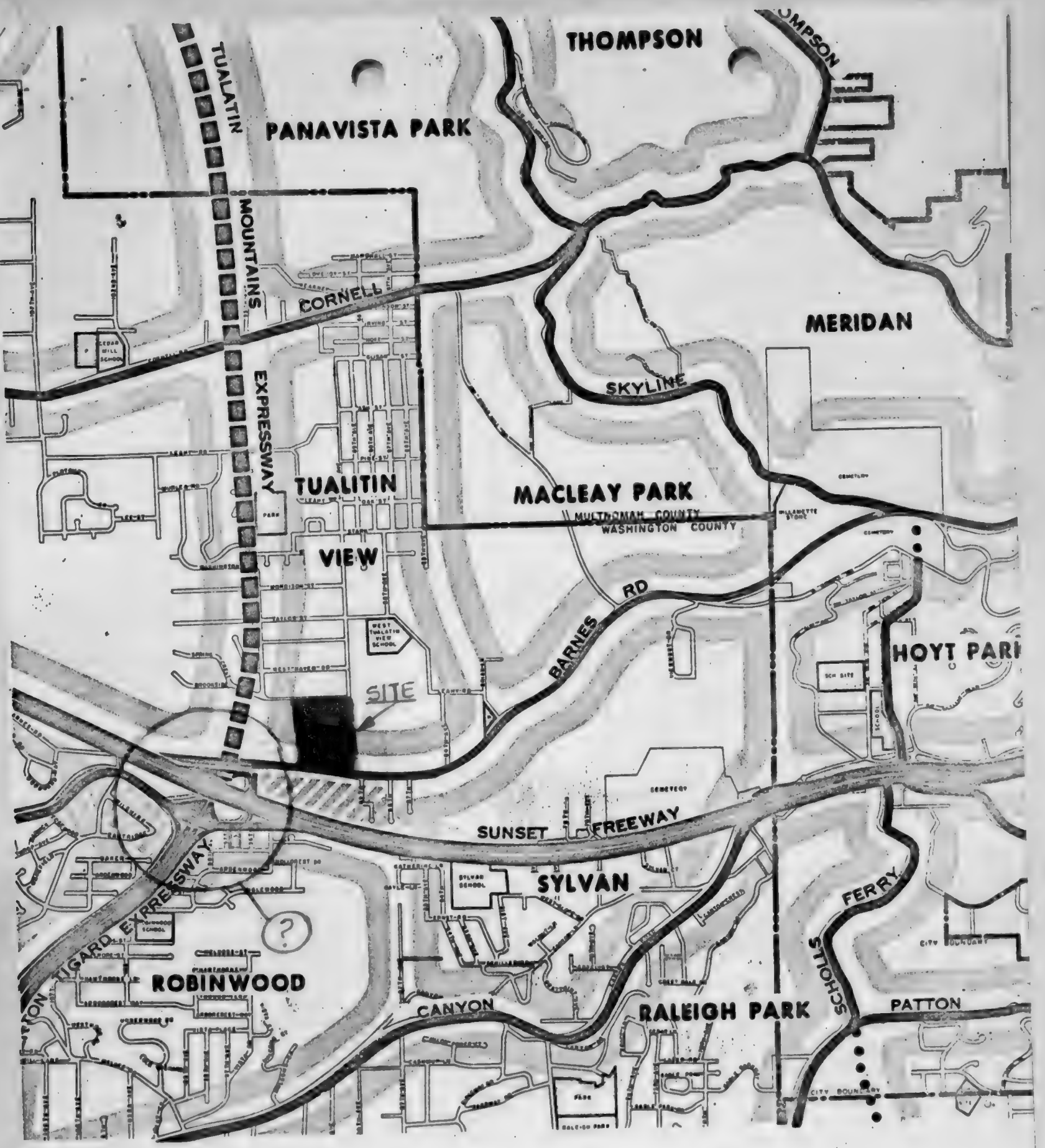
Bertis C. Rasco

Bertis C. Rasco

BCR/kd
Enclosures:
C.C.: Sister Mary Laureen
Mr. Bruce Davis

RECEIVED
OCT 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 20 1965
OREGON
STATE HIGHWAY COMMISSION


THOMPSON
PANAVISTA PARK
TUALATIN MOUNTAINS EXPRESSWAY
CORNELL
MERIDAN
SKYLINE
TUALITIN
MACLEAY PARK
MULTNOMAH COUNTY
WASHINGTON COUNTY
VIEW
BARNES RD
HOYT PARK
SITE
SUNSET FREEWAY
SYLVAN
TIGARD EXPRESSWAY
FERRY
SCHOLLS
ROBINWOOD
CANYON
RALEIGH PARK
PATTON
0
N
JUNE 1958
Developed Residential Areas
Future Residential Areas
Non-Residential Areas
Barnes Road/Burnside-Couch

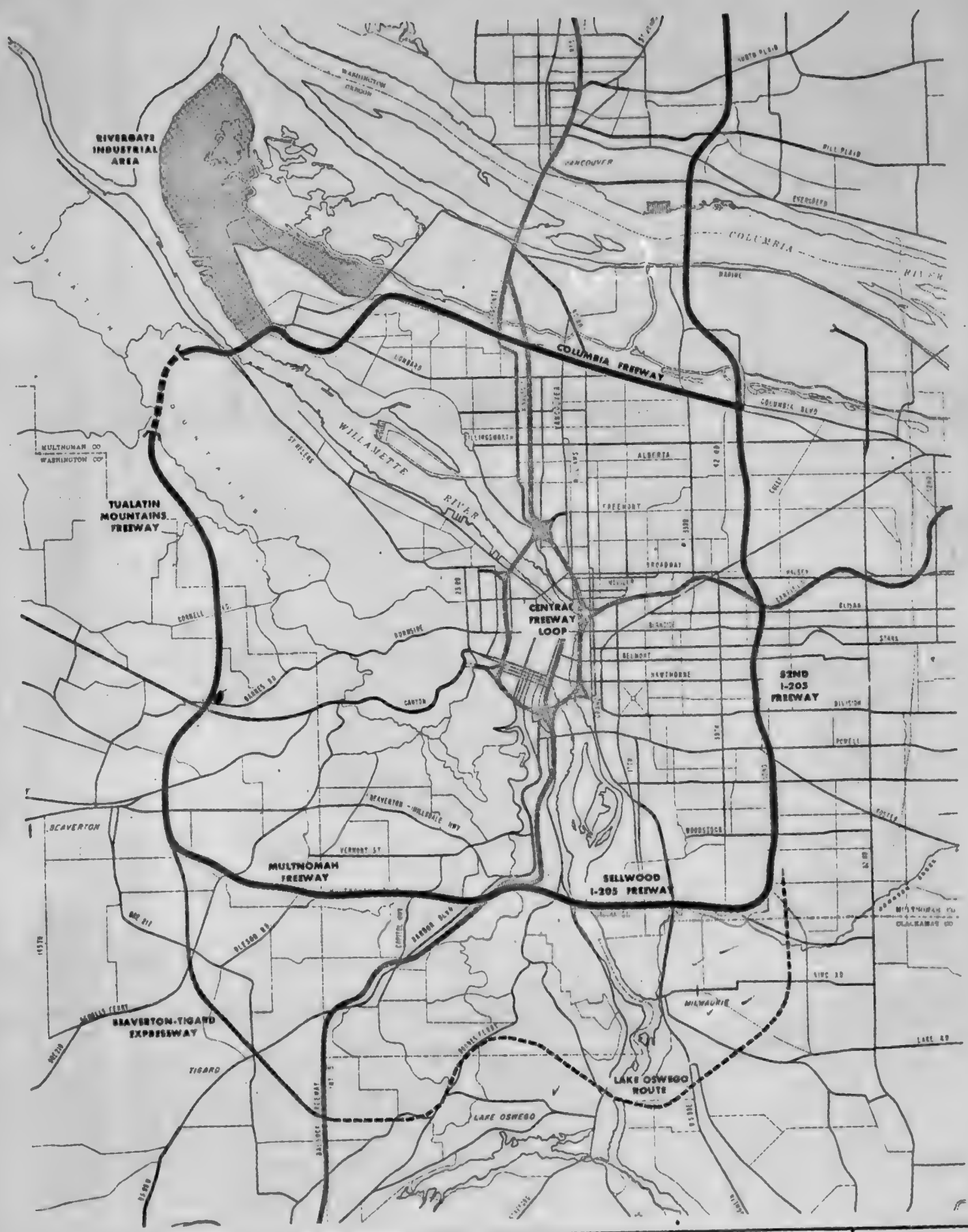



FIGURE 1

# PROPOSED INNER CIRCUMFERENTIAL FREEWAY

SCALE: FEET PER INCH
0 10000
N

FEBRUARY 1969

PORTLAND CITY PLANNING COMMISSION

RECEIVED
NOV 1 - 1965
FOR FILING

FORM E-BOX—90M—1-65 SP*6418-734

4-4331(3)
6420

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 25, 1965

SUBJECT: Cedar Hills Boulevard Interchange
Sunset Highway
Washington County

To: Mr. H. S. Cox
County & City Engineer
Building

Attention: Mr. Don Harwell

NOTED
F. B. KLABOE

Reference is made to the August 18 letter from Mr. R. M. Nyman, County Administrative Officer for Washington County, your August 24 letter and Mr. Nyman's October 13 letter (copies attached) all in regard to subject interchange.

As previously discussed, the County's objections which would affect the design were in regard to Portola Avenue and to the Cedar Hills Boulevard extension northerly from the interchange.

A review of the Portola Road intersection with the relocated Barnes Road shows an actual angle of intersection of almost 80 degrees rather than the sharper intersection which would appear to be indicated on the interchange sketch. I believe that this would be considered satisfactory and preferable to putting a kink in Portola Road to reach the arbitrary 90 degree intersection. We normally do not change the angle of intersection unless it becomes less than 60 degrees.

In regard to revision of the north side of the interchange to allow for an extension northerly of Cedar Hills Boulevard, we have received Mr. Nyman's October 13 letter indicating a firm plan for such an extension. Enclosed are copies of our revised interchange drawings indicating that construction and our revised treatment for Barnes Road which will be used in the interim. The intersection would be revised when the extension was made so that traffic islands as shown would be changed to fit the new traffic pattern.

Please proceed with your agreement with the County and contact me if further data is required.

F. D. Morgan
Construction Engineer

By A. D. Olson
A. D. Olson
Urban Engineer

ADO:jp
Attach

cc: F. B. Klaboe

RECEIVED
OCT 26 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-80 50M 3-65 SP 6470-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 15, 1965

To: Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT: Washington County Request for Revision
Northwest Quadrant
Cedar Hills Blvd. Interchange

Attached is a copy of a letter from R. M. Nyman, County Administrative Officer for Washington County, which indicates that the Board of County Commissioners has approved the negotiations for right of way which will enable the extension of Cedar Hills Boulevard north of the subject interchange to 114th Avenue. This is the letter which was requested by Mr. Klaboe in a recent meeting with Washington County and on receipt of which we were to proceed with a modification of our interchange design in the northwest quadrant. I have copies of this modification and will now take the matter up with the County Engineer so that he may proceed to develop a proper tie to the future county extension.

L. W. Rulien
Division Engineer

LWR:lh

Enc

cc: F. B. Klaboe
H. S. Cox

Routing

Morgan
Decker
Bond
Dunbar B
Walker
Chism
Smith
Kelly E
Mitchell
Olson 2

RECEIVED
OCT 18 1965
COUNTY SURVEYOR

COUNTY OF WASHINGTON
COURTHOUSE
HILLSBORO, OREGON 97123

October 13, 1965

Mr. Carroll T. Keasey
P. O. Box 4699 Sellwood Station
Portland, Oregon

Dear Carroll:

Yesterday, our Board approved the negotiations for right-of-way extending Cedar Hills Blvd. north of the proposed interchange to 114th Avenue. Our staff was instructed to proceed to establish the new right-of-way.

It appears that your department can proceed to review the design of the interchange with this new route in mind.

Please advise me if you need any additional information from us at this time.

Sincerely,

R. M. Nyman
County Administrative Officer

RMN/pb

DIVISION NO. 1
RECEIVED
OCT 14 1965
NOTED D.E. A.D.E. O.E. T.E.

FORM E-30 50M 12-63 84676

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1965

To: Mr. F. D. Morgan
Construction Engineer
O F F I C E

Attention: Mr. A. D. Olson

SUBJECT: Cedar Hills Boulevard Interchange
Sunset Highway No. 47
Washington County

At the request of Mr. Olson, I forwarded to Washington County Administrator R. M. Nyman two copies of the design pertaining to subject interchange (see letter of 8/11/65).

The matter was brought before the Board of County Commissioners on 8/17/65 and approved, subject to the recommendations outlined in County's letter of 8/18/65 (attached).

In regard to vacation of existing Cedar Hills Boulevard, this is a county road and can only be vacated by the county with abutting owhers assuming their portion.

Please consider the contents of the County's letter and, based on your recommendations, the matter will be further discussed with the County.

H. S. Cox
County and City Engineer

By

D. N. Harwell
Office Engineer

DNH:mm

Attach.

cc: Forrest Cooper
R. L. Porter
F. B. Klaboe, w/attach.
L. W. Rulien, " "

Routing

RECEIVED
AUG 1965

Hwy 47
Wash. Co.

COUNTY OF WASHINGTON
COURTHOUSE
HILLSBORO, OREGON 97123

August 18, 1965

NOTED
[illegible] HARWELL

Mr. H. S. Cox
City-County Division Engineer
Oregon State Highway Department
Salem, Oregon
0410

Dear Mr. Cox:

Enclosed is one signed copy of the plan for the proposed interchange of Cedar Hills Blvd. on Sunset Highway #47. This plan was approved by the Board of County Commissioners at their August 17 meeting subject to the following recommendations from our Planning Department:

1. S. W. Portola Avenue should enter the frontage road at a 90° angle; - State

2. Those portions of Cedar Hills Blvd. to be cut by frontage roads should be vacated; and - County

3. Cedar Hills Blvd as it extends beyond the interchange should be reviewed relative to the county's plan of development. - St. & Co.

I do not believe that any of these recommendations will represent substantial problems to you. The Portola Avenue comment relates to safety; the vacation of existing portions of Cedar Hills Blvd. to be cut by the frontage roads are, I am sure, already considered for vacation by your staff; and, in the case of the extension of Cedar Hills Blvd. north of the intersection, our plan of development provides for a future highway to the north at this point, and our Planning staff will be happy to review this matter with you. It may be that our plan of development is not realistic in this area, however our staff would like to review it with you. } NOTE

Thank you for your cooperation in providing this plan for our review. I know that our Board is generally pleased with the plan and will greatly appreciate its construction at an early date.

R. M. Nyman
County Administrative Officer

RMN/pb

Enc.

RECEIVED
AUG 24 1965
ENGINEER
COUNTY & CITY DIVISION

F.D. Morgan
cc: F.B. Klaboe - L.W. Rulien

RECEIVED
OCT 20 1965

SP*6418-734

SW 433(3)

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 15, 1965

To: Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT: Washington County Request for Revision
Northwest Quadrant
Cedar Hills Blvd. Interchange

Attached is a copy of a letter from R. M. Nyman, County Administrative Officer for Washington County, which indicates that the Board of County Commissioners has approved the negotiations for right of way which will enable the extension of Cedar Hills Boulevard north of the subject interchange to 114th Avenue. This is the letter which was requested by Mr. Klaboe in a recent meeting with Washington County and on receipt of which we were to proceed with a modification of our interchange design in the northwest quadrant. I have copies of this modification and will now take the matter up with the County Engineer so that he may proceed to develop a proper tie to the future county extension.

L. W. Rulien
Division Engineer

LWR:lh

Enc

cc: F. B. Klaboe
H. S. Cox

RECEIVED
OCT 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 28 1965
FOR FILING

Nearest
Intersect
Channel

Jen

196

September 27, 1965

Mr. Albert Peterkort, President
J. Peterkort and Company
9755 S. W. Barnes Road
Portland, Oregon 97225

Dear Mr. Peterkort:

Reference is made to your letter of September 10 to Mr. Robert Even concerning our proposed acquisition of a portion of your property for our proposed Cedar Hills Interchange.

We have reviewed our design in this area and we find that by using an alternate method of handling surface drainage, we can reduce the amount of right-of-way required from the front of your property.

You will be contacted in the future by our Right of Way Agent.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. D. H. Moehring
Mr. L. W. Rulien
Mr. Robert T. Even

DLT:fp srb

1554

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
SEP 1 : 1965
CONSTRUCTION
DIVISION

REFERRED TO SEP 14 65
Klaboe
STATE HIGHWAY ENG.

September 10, 1965

F. B. KLABOE

Mr. Robert Ewen
Locating Engineer
9200 S. E. McLoughlin Blvd.
Milwaukee, Oregon

Dear Mr. Ewen:

We have been contacted by an agent of your department who informed us of the desire of the State Highway Department to purchase some property, located at the Cedar Hills interchange, owned by our Company and leased by the Parr Lumber Company and the Seven Oaks Nursery.

Upon obtaining the latest and final map available from your department, we find that none of the area proposed for purchase from us will be used for the new roadway. This land is within a few inches of grade level thereby eliminating the need for additional land for a large amount of cut or fill and yet leaving an adequate amount of distance to the property line.

Also within 100 yards of our land and upon a much more important deceleration lane, it has not been found necessary by your department to obtain any additional land that will not be used for roadway.

In view of the facts above mentioned, 1. That the land is not needed for roadway, 2. The land is very close to grade level, and 3. Adjoining property seems to be immune from acquisition of extra land not needed for roadway, it appears that the right of way needs in this area should be reviewed.

Your attention to this matter will be greatly appreciated.

Yours very truly,

J. Peterkort and Company

Albert Peterkort, President

REFERRED TO
Frost
Asst. Const. Engr.

ALP:ldd

cc Gov. Mark O. Hatfield

Mr. Forrest Cooper

RECEIVED
SEP 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 1 [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 13 1965
FOR FILING

SU-433(3)

6820

September 9, 1965

Mr. Carl Hoffley
Planning Director
Washington County Planning Department
County Courthouse
Hillsboro, Oregon 97123

Dear Mr. Hoffley:

Reference is made to your letter of August 26, concerning the Barnes Road connection to the Cedar Hills Boulevard Interchange.

I had occasion to discuss this matter with Mr. Barbara Wilcox and Mr. Clayton Nyberg on September 7. They advised me that the County would immediately attempt to acquire right-of-way for the extension of Cedar Hills Boulevard in a northerly direction. They further stated that if it were possible to acquire this right-of-way, they would advise us with a removed request to relocate Barnes Road as suggested by you.

We will, therefore, hold this matter in abeyance until we hear further concerning your plans.

Thank you for bringing this matter to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

FBK:bg

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
H. S. Cox
L. W. Rulien

COUNTY OF WASHINGTON
COURTHOUSE
HILLSBORO, OREGON 97123

1430

August 26, 1965

AUG 30 65

Klabe
Fwd. as requested

Forest Cooper, Hwy Engineer
State Highway Department
Salem, Oregon 97310
6430

Mr. Cooper:

In compliance with a request from your Department, I have recently submitted to Mr. Lewis Ross of the Metropolitan Planning Department my comments on the proposed interchanges at Raleigh Hills on the Beaverton-Hillsdale Highway and Cedar Hills Blvd. on Sunset Highway.

Portion

In reviewing my comments, the Washington County Board of Commissioners indicated concern regarding the proposed re-alignment of Barnes Road on the northwest side of the Cedar Hills-Sunset Highway interchange. The Board specifically questioned the need to provide such a wide turning arc for Barnes Road (indicated in red on the accompanying diagram) as it intersects with the on-off ramps.

The ensuing discussion on this question resulted in the suggestion that Barnes Road possibly might intersect the on-off ramp (indicated in green on the accompanying diagram) directly opposite the intersection of the north exit ramp and Barnes Road. The reasoning of the Board on this matter was predicated on a future proposal to extend Cedar Hills Blvd. northerly (indicated by a broken line) as an arterial street that would ultimately connect with 107th Avenue at Cornell Road. This proposal has been reflected on the County's adopted development plan since 1959 and still appears to be a logical connection.

I would appreciate receiving the State Highway Department's reasoning on the Barnes Road re-location proposal as soon as possible so that I may report back to the Board.

WASHINGTON COUNTY PLANNING DEPARTMENT

Carl Heffley
Planning Director

CH:jc

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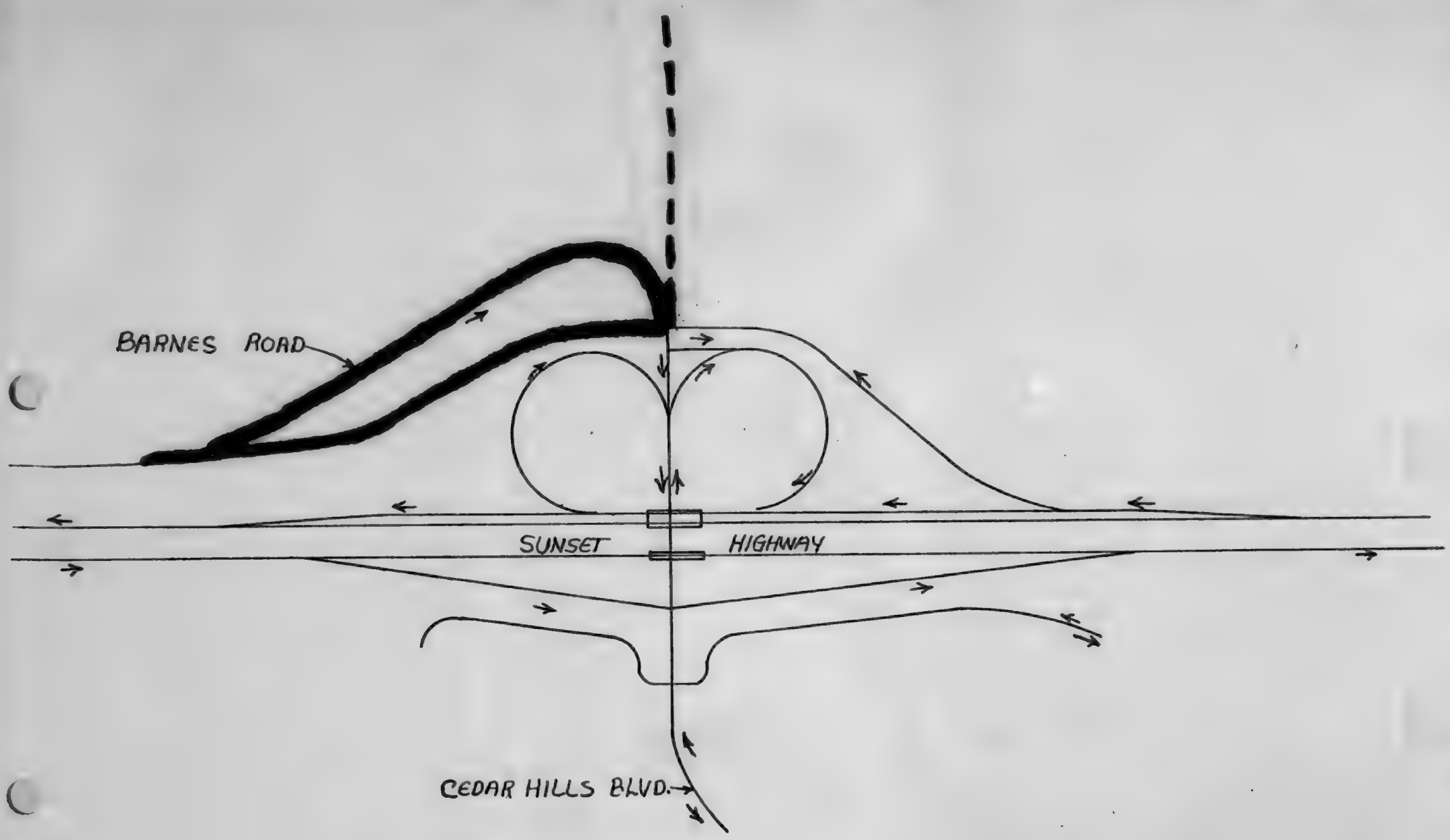
AUG 27 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
STATE HIGHWAY COMMISSION

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OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1

RECEIVED AUG 8 - 1965

Section CEDAR HILLS BOULEVARD INTERCHANGE Highway SUNSET (FA 27) County WASHINGTON

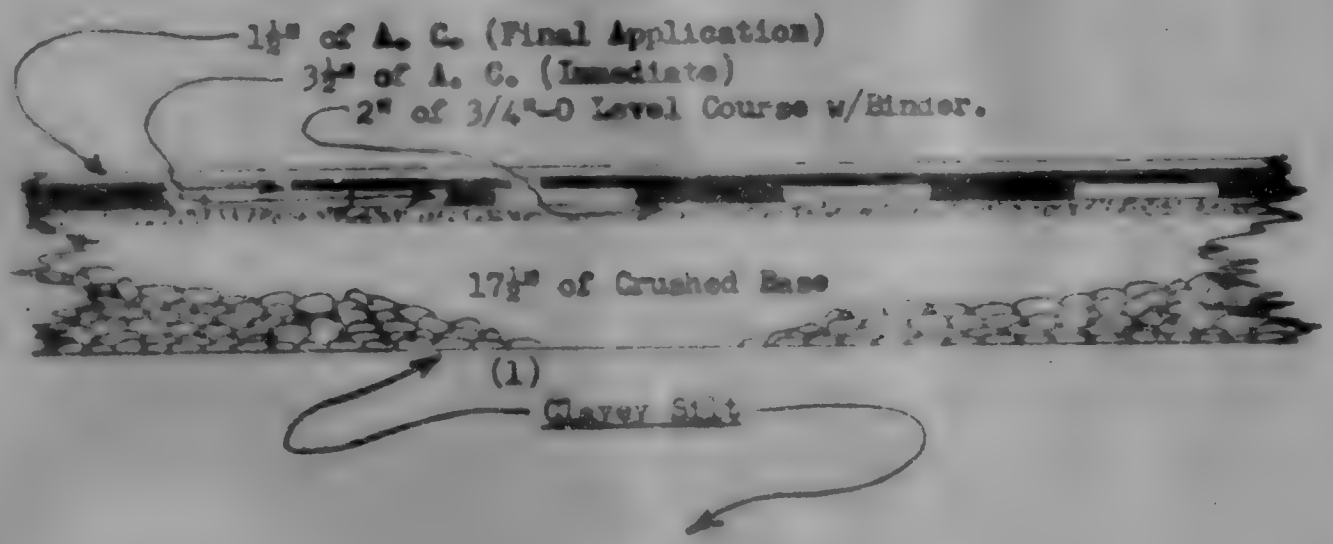
Proj. Engr. W. J. Scofield Overall Approx. Length 3.05 Miles. Sta. 3128+00± to Sta. 3126+50±

Truck A.D.T. 429 Traffic Coefficient 9.6 18 kip s.a. per day 301.1.

Annual Precipitation 44"± Frost Penetration - - - - .

(1)
Typical Soil

| | |
|---|---|
| 46 | LL |
| 11 | PI |
| 100 | %P 10 |
| 96 | %P200 |
| 0 | %Gravel |
| 4 | %C Sand |
| 3 | %F Sand |
| 71 | %Silt |
| 22 | %Clay |
| 13 | [illegible] Value |




| CBE Total Req. | Credit | Actual | Thick. | |
|---|---|---|---|---|
| | 3 | 1½ | | A.C. (Final) |
| | 7 | 3½ | | A.C. (Immed.) |
| | 2 | 2 | | Level |
| | 17½ | 17½ | | Cr. Base |
| 29½ | 29½ | 24½ | | |

AASHO CLASSIFICATION:
A-6 (9)

MATERIAL SOURCES:
To be determined by the Engineer.

cc:
L.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

NOTED
F. B. KLABOE

Submitted by _____ Staff Assistant

Recommended by _____ Asst Engineer of Materials

Recommended by _____ Construction Engineer

Approved by _____ Asst. State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



Section CEDAR HILLS BOULEVARD INTERCHANGE Highway "OTHER ROADS" County - - - - Prefix - - - -

Res. Engr. - - - - Approx. Length - - Miles. Sta. - - - to Sta. - - - Date - - - -

Truck A.D.T. - - - - Traffic Coefficient - - - - 18 kip s.a. per day - - - - .

Annual Precipitation - - - - Frost Penetration - - - - .

| (1) Typical Soil | Truck ADT | Wearing Surface | Level | Crushed Base | CBE Total Req. | Credit | Actual Thick. |
|---|---|---|---|---|---|---|---|
| LL<br>See PI<br>Page %P 10<br>1 %P200<br>%Gravel<br>%C Sand<br>%F Sand<br>%Silt<br>%Clay<br>"R" Value<br>(Corrected) | 90 - 240 | 3½" AC | 2" | 16½" | 25½ | | 22 |
| | 30 - 90 | 3½" AC | 2" | 15 " | 24 | | 20½ |
| | 8 - 30 | 3 " AC | 2" | 13 " | 21 | | 18 |

AASHO CLASSIFICATION:

MATERIAL SOURCES:

Following are values assigned various components of the roadway structure:

| | |
|---|---|
| 1" Asphaltic Concrete | = 2 " Crushed Base |
| 1" Plant Mix Bituminous Base | = 1½" Crushed Base |
| 1" Oil Mat | = 1 " Crushed Base |
| 1" Stone Subbase | = 0.8" Crushed Base |

SECTION: CEDAR HILLS BLVD. INTERCHANGE

HIGHWAY: SUNSET # 47 (FA 27)

COUNTY: WASHINGTON

**Traffic Analysis:**

Calculation for Traffic Coefficient

Loadometer Study for Year _____

A. **Present ADT** 11450 (Total)

B. Future ADT 22900 (Total)

C. Mean ADT 17175 $(\frac{\quad}{2})$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 5 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 2.5 x (C) 17175 = 429

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 429 x (H) 100 % = 429

TRAFFIC COEFFICIENT = K (I) $^{0.11}$
where K = 4.669

= 9.6

SECTION: CEDAR HILLS BLVD. INTERCHANGE

HIGHWAY: SUNSET # 47 (FA 27)

COUNTY: WASHINGTON

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Part of design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not applicable
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction

CONCLUSION AND REMARKS:

Work on the Mainline will consist of approach construction. The major portion of the work on the project will be construction of the Legs, Ramps, Frontage Roads, etc.

RECEIVED
JUL 26 1965
FOR FILING

SU-433(3)
6F20

Salem, Oregon
July 23, 1965

Cedar Hills Blvd.
Interchange

Mr. R. L. Porter
Deputy State Highway Engineer

B U I L D I N G

Reference is made to our conversation this date in which it was decided that the subject-named job for both right of way and construction would be financed from State funds. The State funds to provide the financing for this will be derived from a declaration of Oregon Coast bonds in November of this year in the amount of $1,500,000.

It is contemplated that this project should be contracted early in 1966.

L. H. Young
Office Engineer

LHY:mb

cc: F. B. Klaboe
Vic Wolfe
F. D. Morgan
D. Moehring
R. H. Chase

Form CD-121 (11-63) (Pres. by A.O. 200-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 6, 1965

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
Acting Division Engr.

SUBJECT: Oregon Project US 466(3)
Sunset Highway - Denny Road Section
Parcel 37841, Parkway Corporation

Please refer to Administrative Right of Way Agent Laurence A. Holt's letter of July 2, 1965, requesting a modification of our requirement that a fee appraiser with shopping center experience be employed to appraise the subject parcel.

Mr. Holt's letter indicates that a slight modification in the interchange plan will allow sufficient room for traffic movement around the center, and thus permit you to appraise the taking without any consideration of damage to the remaining shopping center property.

Based upon this understanding, we approve your request, with the understanding that at least one of the appraisers who will appraise the value of the taking only, will be a fee appraiser.

We request that we be sent a copy of the right of way map showing the modification at the interchange.

REFERRED TO 7-12-65
By Asst. State Hwy. Engr.

NOTED
F. B. KLABOUT

RECEIVED
JUL 8 1965
OFFICE OF
STATE HIGHWAY ENGR.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-123

RECEIVED
JUL 1 5 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

(466(3))
(8320)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

July 2, 1965

Project No. US 466(3)
File No. 37841 - Parkway Corporation
Cedar Hills Interchange
Beaverton-Sunset Highway
Denny Road Section
Washington County

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Dear Sir:

Your recent letter required that the State secure the services of a specialized consultant in making an analysis of the effect of the taking from the Cedar Hills Shopping Center.

During subsequent discussions with your Mr. Mathias, however, we advised that a slight modification in the interchange plan, allowing sufficient room for traffic movement around the center, would permit us to appraise the taking without consideration of damage to the shopping center property.

It is our belief that we should proceed on this basis at this juncture rather than make the sizeable investment which your original appraisal requirement would demand.

We request that you re-affirm the acceptability of this approach and ask your acknowledgement of same.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

Laurence A. Holt
Administrative Right of Way Agent

LAH:SM
cc: F. B. Klaboe
L. H. Young
G. E. Rohde
M. R. Mitchell

NOTED
LLOYD P. SHAW

RECEIVED
JUL 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 25 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 18, 1965

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Project No. US-466(3)
File No. 37841 - Parkway
Cedar Hills Interchange
Sunset Highway-Denny Road Sec.
Beaverton-Tigard Highway
Washington County

Dear Sir:

It is noted that your authorization to proceed with right of way acquisition requires that we utilize the services of a specialist in shopping centers for the subject file.

This will advise you that about two weeks ago, I requested our supervisor to determine from some of the larger business enterprises the names of consultant specialists who would be prepared to conduct a market analysis, determine the potential for expansion of a shopping center, examine a shopping center and its lease schedule, and to determine the effect of our proposed right of way taking upon the center.

Mr. Scott has progressed to the point of determining that it is generally conceived that one of the nation's outstanding consultant firms is Larry Smith and Associates. Within the next few days, Mr. Scott will sit down with Mr. York, the Western Regional Manager for this firm, to discuss the service that we desire from them in full range and depth, and to determine what scope such a study should take. He will also obtain a cost proposal for the services.

As soon as these factors can be reduced to contract form, they will be submitted for your approval in the normal fashion.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:SM
cc: F. B. Klaboe
L. H. Young
G. E. Rohde
John K. Scott

RECEIVED
MAY 19 1965
OFFICE OF
STATE HIGHWAY ENG.

RECEIVED
MAY 3 - 1965
FOR FILING
SU-433(3)
6820

April 30, 1965

Mr. Isaac S. Baruch
Samuels Credit Jeweler
1333 Third Avenue
Seattle, Washington 98101

Re: Cedar Hills Boulevard Interchange, Sunset Highway, Washington County

Dear Mr. Baruch:

The situation regarding this interchange has not changed since our letter to you of December 24. No revision concerning Butner Road has been made nor has the project been scheduled for construction.

As previously stated, a continuing right-of-way purchase program is under way.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan

April 19, 1965

State of Oregon
State Highway Department
Salem, Oregon 97310

Attn: Mr. Lloyd P Shaw:

Dear Mr. Shaw:

On December 24, 1964 you wrote me concerning the intersection of Cedar Hills Blvd. and Sunset Hwy. near Beaverton, Oregon for which I had requested information. At that time you wrote that the interchange had not definately been schedule for construction but right of way pruchase was continuing.

I would appreciate your informing me of the situstion as it now stands and what if anything has been done about Mr. Vanderzanden's proposal regarding a change of Butner Road, with any sketches that may differ from the one of December.

Sincerely yours,

Isaac S Baruch

Isaac S. Baruch
1333 3rd Avenue
Seattle, Washington 98101

RECEIVED
APR 20 1965
OFFICE OF
STATE HIGHWAY ENGINEER

DIS WISE ID
DEC 28 1964
FOR FILING

Maint
Traffic S
Channel -
Bem

December 24, 1964

Mr. Isaac S. Baruch
Samuels Credit Jeweler
1333 Third Avenue
Seattle, Washington 98101

Dear Mr. Baruch:

This is in reply to your letter of December 17 in which you request information concerning the intersection of Cedar Hills Boulevard and Sunset Highway near Beaverton, Oregon.

As your letter indicates, we have had some discussion with Mr. Vandersanden as to possible routing of Butner Road across a tract of land in which he holds an interest.

We have sketched a possible connection from Cedar Hills Boulevard to a point on Butner Road approximately as Mr. Vandersanden indicated he theugh it should be. Since our dealings up to this point have been with Mr. Vandersanden in this matter and we are not wholly aware of the interest which he and others hold in this tract of land, I am taking the liberty of sending sketches to him showing our present proposal and suggesting that he contact you. He will no doubt advise you of our communication since you are apparently in touch with him in regard to this tract of land.

The interchange project has not been scheduled definitely for construction due to inadequate funds at this time. We do anticipate a continuing right-of-way purchase program for the project and have already begun this phase of the work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter

LPS:ajw

Samuels
CREDIT JEWELERS
DIAMONDS
1333 THIRD AVE. SEATTLE 1, WASH. 98101

December 17, 1964

State of Oregon Highway Commission
Salem, Oregon

Attn: Mr. Shaw:

Dear Mr. Shaw:

We are negotiating with Mr. Ray Vanderzanden for the purchase of an 8 acre sight adjacent to Cedar Hills Blvd. and the new Sunset Hwy. in Beaverton, Oregon.

One of the issues involved is that of a proposed relocation of Butner Road of which our information states a survey is now underway regarding this new location. We are interested in knowing if you can give us an approximate date as to when this item will be resolved and the survey completed.

Mr. Vanderzanden has told us that he has been in touch with you regarding this survey and exchange and if you desire to send him a copy of your answer to us we would like it in order.

Completion of this transaction is under a time pressure and your immediate response to this letter will be greatly appreciated.

Thanking you for your consideration, I remain,

Sincerely yours,

Isaac S. Baruch

Isaac S. Baruch et al

RECEIVED
DEC 31 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 21 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 30 1964
FOR FILING

SU 433(3)
6820

December 29, 1964

Mr. E. H. McKinstry
Washington County Engineer
Courthouse
Hillsboro, Oregon

Dear Mr. McKinstry:

At the request of Mr. Ray J. Vandersanden we have made a tentative plan for relocation of Butner Road through property in which he has some interest.

The accompanying sketch will indicate to you what we have considered up to this time. Please understand that this is not a fixed plan in any sense of the word, that its adoption would depend entirely on economic considerations and, in turn, would depend upon Mr. Vandersanden's willingness to contribute right of way, at least in part, for the changed revision. It would also require concurrence of the County since Butner Road would be severed at its old connection point to Cedar Hills Boulevard.

We expect to hear from Mr. Vandersanden in the near future and will keep you advised of the outcome.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw
Enclosure

cc Forrest Cooper
R. L. Porter
A. E. Johnson
F. B. Klaboe

RECEIVED
DEC 10 1964
FOR FILING

SU-433(3)
6820

Salem, Oregon
December 7, 1964

Cedar Hills Boulevard Interchange
Sunset Highway - Washington County

Mr. L. H. Young
Office Engineer

1855

Ted Dee's memo of December 3 offers partial Federal-aid on the subject project. This treatment is not satisfactory and programming as a State project should be arranged if possible.

Please give this your consideration.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

cc Forrest Cooper
R. L. Porter

477 Cottage Street, N.E.
Salem, Oregon - 97301

December 3, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Dec
Eng. Coordinator

08-35.DA

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon U-186(-)
Cedar Hills Blvd. Interchange

Mr. Shaw's letter dated August 28 requested our reconsideration of the design of the Cedar Hills Blvd. interchange.

Our memorandum dated August 19 indicated that a diamond type of interchange design would adequately handle the forecast 1982 traffic volumes. It further pointed out the increased cost of the presently proposed design due to the collector-distributor feature on the northerly side.

There is no doubt concerning the adequacy of your presently proposed design but it is our feeling that the more economical diamond interchange would result in a greater beneficial use of highway funds.

We are approving the proposed design with the stipulation that Federal-aid funds for this interchange be limited to the amount necessary to construct a diamond interchange at this location.

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DEC 28 1964
FOR FILING

CU-4331(3)
6820

December 24, 1964

Mr. Ray J. Vandersanden
c/o Property Sales Company, Inc.
200 N. E. Canyon Road
Beaverton, Oregon

Dear Mr. Vandersanden:

The proposed connection from revised Cedar Hills Boulevard to Butner Road which we discussed in my office some time ago has been sketched in rudimentary form and included on the interchange design. Inasmuch as this alteration in alignment would depend on the economy to the interchange project, I am sending you sketches indicating the effect this would have on the property in which you have an interest.

As indicated on the sketch, we have laid a curve starting at Butner Road approximately at the point you thought to be the most desirable location. It ties into relocated Cedar Hills Boulevard approximately at a right angle and severs the tract of ground in which you are interested about 250 feet southerly from its most northerly point.

The exit ramp from west to south on the Sunset Highway is in an excavation area adjacent to the buildings on your tract of land and the slope lines would come very close to, or into, the two buildings as indicated on this sketch. It appears the slope line would miss the deep well. The ultimate effect on the dwelling on the east side of Cedar Hills Boulevard, which lies between the proposed revision of Butner Road and the exit ramp just mentioned, is not clear at this time. It would be either removed by cut slope or be quite near the top of a cut slope. We would be very pleased to hear from you in regard to your reaction to this design.

We have received a letter dated December 17 from Mr. Baruch inquiring as to date of completion of the survey. I have advised Mr. Baruch that we are in contact with you and

RECEIVED
DEC 28 1964
FOR FILING
CU 4331(3
6820

December 24, 1964

Mr. Ray J. Vandersanden
c/o Property Sales Company, Inc.
200 N. E. Canyon Road
Beaverton, Oregon

Dear Mr. Vandersanden:

The proposed connection from revised Cedar Hills Boulevard to Butner Road which we discussed in my office some time ago has been sketched in rudimentary form and included on the interchange design. Inasmuch as this alteration in alignment would depend on the economy to the interchange project, I am sending you sketches indicating the effect this would have on the property in which you have an interest.

As indicated on the sketch, we have laid a curve starting at Butner Road approximately at the point you thought to be the most desirable location. It ties into relocated Cedar Hills Boulevard approximately at a right angle and severs the tract of ground in which you are interested about 250 feet southerly from its most northerly point.

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We have received a letter dated December 17 from Mr. Baruch inquiring as to date of completion of the survey. I have advised Mr. Baruch that we are in contact with you and

that further information as to the design should be forthcoming from you. For this reason, I am including two copies of this sketch with this letter, feeling that you may wish to use one in your contact with him.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:a.jw

Enclosures

cc Forrest Cooper
R. L. Porter
A. E. Johnson (w/ sketch)
F. B. Klaboe (w/ sketch)

Wilcox Bristow Road

+3.65%

100' V.C.

+0.29%

200' V.C.

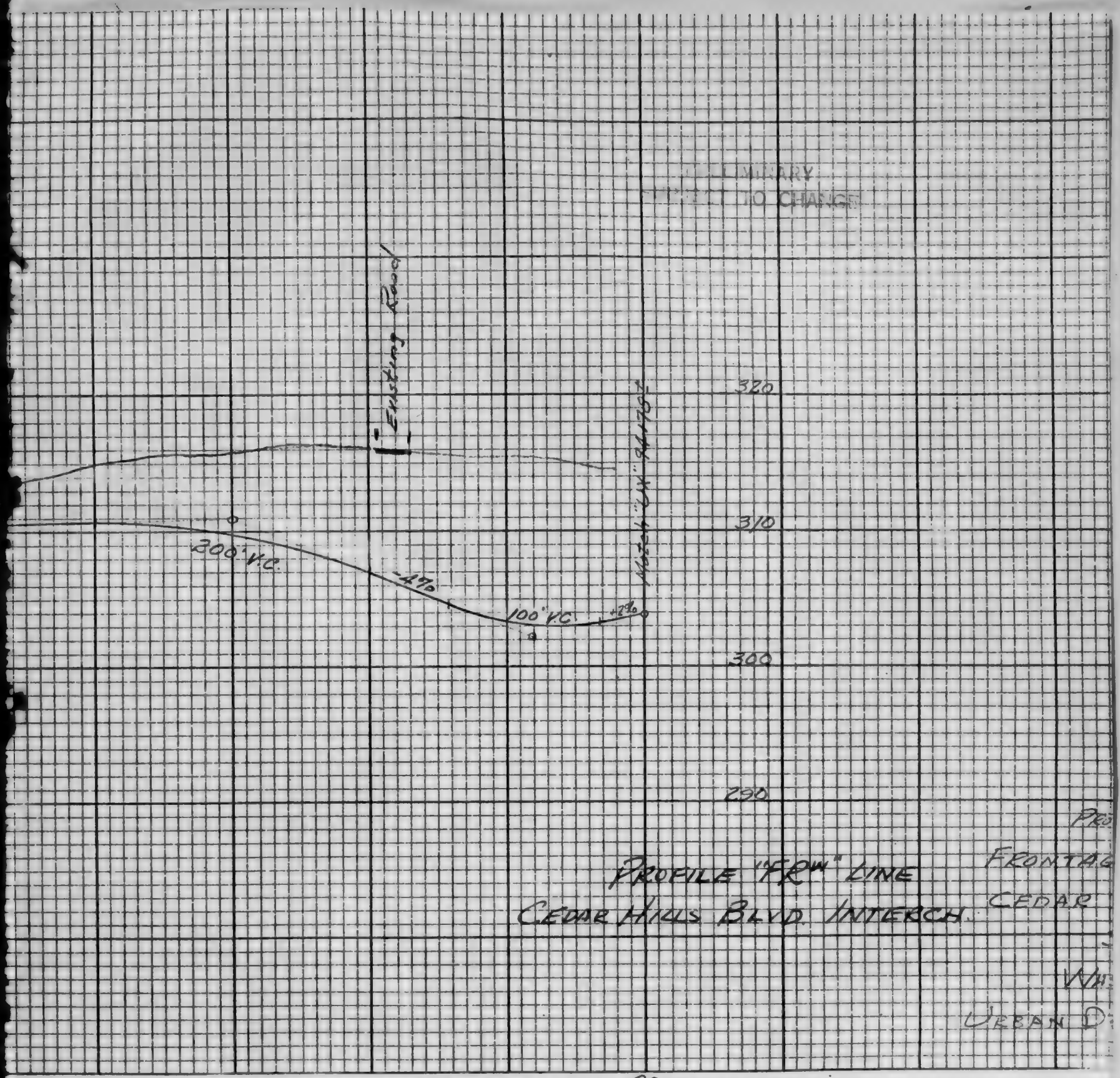
-4.2

Existing Road

PRELIMINARY
SUBJECT TO CHANGE

10

15




PROFILE "FRW" LINE
CEDAR HILLS BLVD. INTERCH.

PRO
FRONTAG
CEDAR
WH
URBAN D

Salem, Oregon
November 27, 1964

MEMO TO THE FILE

Cedar Hills Boulevard Interchange
Sunset Highway - Washington County

Attention: D. J. Barbee

Mr. Ray J. Vanderzanden, Manager of Property Sales Co., Inc., Beaverton, was in my office November 25 from 11:30 a. m. to 1:30 p. m. to discuss a frontage road in the southwest quadrant of the subject interchange.

Mr. Vanderzanden's company holds control of the property in the southwest quadrant between Butner Road and Cedar Hills Boulevard. His company is planning a high-quality apartment installation which will involve wide-spread landscaping and light and air areas.

It is Mr. Vanderzanden's desire to save a deep well which falls immediately under our present location of the Butner Road connection as shown on our standard interchange sheet. He suggests a location of the Butner Road access virtually at right angles to the center line of the Cedar Hills Boulevard Interchange structure. This would sever his property but would save the well mentioned above and would permit vacation of existing Cedar Hills Boulevard to the end that that area also be within the limits of his landscaping.

Will you please work up an access facility along the lines Mr. Vanderzanden has proposed and see that he is advised of the effect of the grade line which results from that relocation. It will be necessary that this plan be advantageous to both the State and Mr. Vanderzanden's company before it can be seriously considered in our final plan.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter

RECEIVED
SEP 30 1964
FOR FILING

SU-433(9)
6820

September 30, 1964

Mr. Ray J. Vanderzanden
c/o Property Sales Company, Inc.
200 N. E. Canyon Road
Beaverton, Oregon

Dear Mr. Vanderzanden:

Complying with your request of September 29 which was made by telephone, I am sending you a preliminary copy of a design for an interchange at the intersection of Cedar Hills Boulevard and the Sunset Highway. You will note this is stamped "Preliminary Subject to Change". It is my understanding your interest lies principally in the southwest quadrant of the interchange.

It is my feeling that of the various design features shown, the lines marked "E" and "D" (entrance and exit ramps) are least likely to be subject to change. The Butner Road relocation could certainly be altered if this could be done to the mutual advantage of the State and property owners. This, of course, would mean at no cost in excess of the design shown in the plan.

It is hoped that this material will be of some service to you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:a;w

Attachment- (Map, Cornell Road-Barnes Road Section, Sunset Highway, Washington County, Cedar Hills Boulevard Interchange, Dated 7-17-64, Signature T.E., M.P. 68.2)

cc: Forrest Cooper
R. L. Porter

RECEIVED
SEP 10 1964
FOR FILING

7-8-64

SU-423(3)
6820

MEMO
September 8, 1964

RE: CEDAR HILLS BOULEVARD INTERCHANGE
SUNSET HIGHWAY #47
WASHINGTON COUNTY

The attached letter from R. M. Nyman, County Administrative Officer of Washington County, advises us that County-FAS funds are available to connect the proposed Cedar Hills Interchange from the southerly end of State construction to the newly constructed section of Cedar Hills Boulevard at N.E. Parkway. The section involved is approximately 1200' long and it is proposed to construct it for four lanes. This work is to be included in the same contract as the interchange. This section is included in the Sunset Highway-Walker Road project on FAS 838 which was approved by the Highway Commission on June 29, 1962.

V. R. Jones

V. R. Jones, Planning Engineer
County and City Division

VRJ:mm

RECEIVED
SEP 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

COUNTY OF WASHINGTON
COURTHOUSE
HILLSBORO, OREGON 97123

September 4, 1964

Mr. Verne R. Jones
City-County Division
Oregon State Highway Commission
Salem, Oregon
0410

Dear Mr. Jones:

Relative to our discussion of this week, at their March 10, 1964 meeting, the Board of County Commissioners approved a FAS project on Cedar Hills Blvd from Parkway to the north limit of Lanewood Street, "if they let the contract in 1965". As you will note from the quotation, their action was contingent upon the construction contract being awarded during the calendar year of 1965. Also, their description of "north limit of Landwood Street" was based on their understanding that the state interchange project would connect to the county project at that point.

If I can be of any further assistance to you, please call upon me.

R. M. Nyman
County Administrative Officer

RMN/pb

( The Board of Commissioner of Washington County approved $75,000 of County FAS Funds for this connection. At no time has The Board been advised of any timing for this project.)

V.J.

RECEIVED
SEP 8 1964
ENGINEER
COUNTY & CITY DIVISION

RECEIVED
SEP 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Copies to Shaw
Morgan
A.E. Johnson
Morelock

RECEIVED
AUG 28 1964
FOR FILING

STATE COPY (L. P. Shaw)

477 Cottage Street NE.
Salem, Oregon 97301

August 25, 1964

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Signed by
A. W. Parsons
Div. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Cedar Hills Boulevard Interchange, Sunset Highway

Please refer to Assistant Right of Way Engineer D. H. Moehring's letter of August 21, 1964, requesting a commitment from this office to participate in the cost of an appraisal and the acquisition of a property within the Cedar Hills Boulevard Interchange area, upon which construction has started upon a commercial building.

At such time as the right of way is programed for this project, we will be able to give consideration to Mr. Moehring's request to authorize advanced acquisition of the subject property. This procedure is in accordance with paragraph 5c of PPM 21-4.1 dated December 30, 1960.

It is our understanding that this project will be programed immediately following the State Highway Commission's adoption of the survey on August 27, 1964. It is requested that at the time you program the project a map be sent this office, indicating the location of the subject parcel, along with its estimated acquisition cost.

cc:
Region (08-00.7)
OSHD(L P Shaw)
OSHD(D H Moehring)
OSHD(J W Nash)

RECEIVED
AUG 28 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 25 1964
FOR FILING

CU-4331(3)
6430-

August 24, 1964

Oregon State Highway Commission

Gentlemen:

The proposed 1966-1967 Federal-Aid ABC Program includes a project at the intersection of Cedar Hills Boulevard and Sunset Highway in Washington County. This intersection carries a heavy load of traffic and has a high rate of accidents per vehicle mile.

An interchange which would carry Cedar Hills Boulevard under Sunset Highway has been designed. It is now proposed to begin purchase of right-of-way to forestall further development of property which must ultimately be acquired for highway purposes, and to follow with construction as available funds permit.

Estimated costs are: Right-of-way $220,000, Construction $1,060,000. Your approval of this project and authority to proceed with its development are requested.

This matter will be presented for your consideration at the August 27 Commission meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

LPS:hls bbc

RECEIVED
AUG 28 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 21, 1964

Cedar Hills Boulevard Interchange
Sunset Highway
Washington County

Mr. A. W. Parsons, Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Mr. George Choban, a property owner within the Cedar Hills Boulevard Interchange area, has started construction of a commercial building. We have arranged with Mr. Choban to cease his construction activity and immediately appraise and negotiate for his property.

The Highway Commission will be asked to adopt the survey and authorize acquisition of the necessary parcels at their meeting next Thursday. In the usual course of events, Bureau programming would be requested sometime thereafter.

This letter is to advise you of this situation, and to request a commitment from you to participate in the cost of appraisal and the acquisition of this property. The formal request for programming will be made in the usual manner at a later date.

Very truly yours,

L. I. LINDAS
Chief Counsel

By D. H. Moehring

D. H. Moehring
Assistant Right of Way Engineer

DHM:gc

cc - Lloyd P. Shaw
L. H. Young
L. I. Lindas
M. R. Mitchell

RECEIVED
AUG 24 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 2 7 1964
PUBLIC HEARINGS

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

SU-433 (3)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
P. O. Box 4727, Sellwood Station
Portland, Oregon 97202

FORREST COOPER
STATE HIGHWAY ENGINEER
R.L. PORTER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
AUG 21 1964
LEGAL & RIGHT OF WAY

August 20, 1964

Mr. and Mrs. George Choban
4245 N. W. 174th Avenue
Portland, Oregon 97229

Cedar Hills Boulevard Interchange
Sunset Highway
Washington County

Dear Mr. and Mrs. Choban:

This is written with reference to the property, which you own on the north side of Barnes Road at the intersection of Cedar Hills Boulevard and Sunset Highway.

This, then, is to advise you that the State of Oregon, through its Highway Department, will acquire the said property to be used for highway purposes in conjunction with the Cedar Hills Boulevard Interchange project. Mr. Lloyd P. Shaw, Assistant State Highway Engineer, has as of this date authorized the Right of Way Division to proceed with the appraisal and negotiation for purchase of the said property.

In this regard we wish to advise you that all construction and/or further improvement on the said land be stopped to the extent that such action on your part would further enhance the value or add to the cost of the said property.

Very truly yours,

JOHN K. SCOTT
District Right of Way Supervisor

JKS:jl

cc Mr. L. I. Lindas
Mr. W. T. Wright
Mr. L. P. Shaw
Mr. A. E. Johnson

RECEIVED
AUG 21 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 17 1964
FOR FILING
SU-43313
6820

Salem, Oregon
August 14, 1964

Cedar Hills Boulevard Interchange

Mr. F. D. Morgan

Mr. W. T. Wright

Mr. Cooper has given approval to taking an option on the George Chobam property north of the highway at the present grade intersection. Please proceed with vigor to achieve this end.

A copy of my request for permission to proceed with this matter is attached and may be helpful. It is our desire to present the interchange with Bureau of Public Roads' approval for Commission action August 27, authorizing expenditure of funds as now carried on our tentative program. There is some resistance to the present design on the part of the Bureau, but the effect of change to any other design thus far considered, is of no consequence to Chobam.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:a.jw

Attachment

RECEIVED
SEP 2 2 1964
FOR FILING

Maint
Traffic
Planning

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1964

**SUBJECT:** Cedar Hills Boulevard Interchange

**To:** Mr. Forrest Cooper
State Highway Engineer

The subject interchange is on the 1966-67 Federal-aid ABC Program but lacks Highway Commission approval. The program includes $220,000 for right-of-way acquisition.

A Mr. Choban, owner of a parcel of land north of the interchange, will be virtually taken out by any plan which has been considered. The plan we feel should be adopted as final is no exception to this. We are now advised that Mr. Choban has moved equipment on his property to grade for construction. He has indicated his intention to build court apartments.

I believe this is of sufficient importance to warrant telephonic approval on the part of the Commission to proceed with right-of-way purchase to the end that Mr. Choban expend no funds on actual construction. If you concur in this opinion, will you please contact the Commission to permit our right-of-way people to contact Mr. Choban at the earliest possible date.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

NOTED
FORREST COOPER

RECEIVED
APR 24 1964
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. PRIDDY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

Su-4221(2)

C-820

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 23, 1964

Mr. Robert Hyman
County Road Administrator
Washington County Courthouse
Hillsboro, Oregon

Dear Sir:

Herewith are data and information requested by the Washington County Board of Commissioners at the meeting on April 21.

Cedar Hills - Walker Rd
FAS 838

Regarding our procedure for the installation, financing, maintenance, and power consumption of the proposed signals at the intersection of Cedar Hills Boulevard at Walker Road in Beaverton: (1) Installation will be a part of the project, (2) Financing will be on the regular FAS-C program [that is, Federal - 60%, State - 20%, and County - 20%] (3) Maintenance of the installation upon completion of the project shall be entirely the County's responsibility, and (4) Power consumption costs shall be solely the County's responsibility.

It is the State's policy when an installation of this nature is made within a city that the financing be borne on a 50% - 50% basis, and maintenance and power consumption be entirely at the expense of the city. We leave this decision to you.

The Board of County Commissioners acted on a motion to delete the pedestrian overcrossing as was discussed with this office at an earlier date. This will not be included in the proposed project.

Major Hwys including Hwy 47

The Board also asked us to furnish them with the State's standard form of frontage road clause on state highways. Enclosed are copies of (1) Quitclaim Deed, used in clearing an interest holder such as a lessee, (2) Warranty Deed, for controlling access between grantor's remaining property and the highway, and (3) Real Estate Option, which controls only between the land conveyed to the State and the grantor's remaining property.

Mr. Richard Porter, Assistant District Attorney, requested a copy of our tentative agreement as discussed at this meeting with

the Board. Would you please see that this data is received by him (agreement drafts marked 174 and 185).

We trust this is the information requested by the County and if we may be of further assistance in this or other matters, please feel free to contact us.

Very truly yours,

H. S. Cox
County and City Division Engineer

By

Don Harwell
Office Engineer

DHH:mm

Enclosures

cc: Board of County Commissioners
L. P. Shaw
Tom Edwards
A. E. Johnson

RECEIVED
APR 23 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 30 1964
FOR FILING

SU-433(3)

6850

Salem, Oregon
April 17, 1964

Urban Limits

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

Attention: D. J. Barbee

The attached BPR memorandum of April 13 in regard to the Cedar Hills Boulevard Interchange with the Sunset Highway, Washington County, indicates that our proposal to utilize Urban Funds, as well as Secondary Funds, is inappropriate unless urban limits now existing are changed. This is date on regional letter should be Sept 9, 63 Cancel Fed Fund Item 11-4-63

In another memorandum dated March 5, 1963, the Bureau suggested the urban limits in or near Portland be expanded. At that time there seemed to be no reason to undertake more work along this line since Urban Funds were pretty much committed in established areas.

It now appears that it may be advantageous to undertake expansion of the urban limits. Will you please discuss this with me at an early date.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

477 Cottage Street, N.E.
Salem, Oregon - 97301

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

April 13, 1964

Original signed by
A. W. Parsons

A. W. Parsons, Division Engineer
08-35.2-DA Salem, Oregon

Location Prospectus dated March 24, 1964
Oregon Projects U-186(22) and SU-443(3)
Cedar Hills Boulevard Section, Sunset Highway
Washington County

We have reviewed the subject prospectus and are in agreement with your proposals with the exceptions hereinafter discussed.

We understand that construction of the project may be financed by a combination of Federal-aid Urban and Secondary (county) funds. Since this area is not included in the Urban areas previously designated as per our records we presume that the area will be included in your revisions of Urban area boundaries as requested by our memorandum dated March 5, 1963. We hope that a compilation of such revisions is forthcoming at an early date and that this Urban characteristics area will be a part thereof.

It is noted that a public hearing for the widening of this section was held on May 24, 1963, and that no further hearing is necessary for the inclusion of this interchange.

We further note that preliminary engineering is being undertaken as a State financed project.

The narrative of this report indicates there are no deviations from approved State design standards. The typical section as shown on the sketch map appears adequate.

Other features of this location prospectus appear satisfactory.

FORM H-20 DOH 3-63 40007

CONSTRUCTION DIVISION
RECD
APR 14 1964

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 10, 1964

SUBJECT: Complaint, L. R. Knepper
Cedar Hills Boulevard

To: Mr. F. D. Morgan
Construction Engineer
Salem

Attention: J. F. Putnam

Reference is made to your letter of March 30, 1964 regarding a letter of complaint from Mr. L. R. Knepper addressed to Mr. D. J. Barbee.

Mr. Knepper is concerned with the proposed County Federal Aid Secondary project on Cedar Hills Boulevard and has been, from the start, one of the main objectors to the project. I called Mr. Knepper by telephone and advised him that we were not even certain that the project would be let at the May 26 meeting, since it is contingent on the City of Beaverton's obtaining their portion of the necessary right of way. I also explained to Mr. Knepper that if the contract was let at the May meeting there would be sufficient time to complete the project this summer, barring strikes, etc.

The work by the telephone company and the gas company that Mr. Knepper referred to is off the traveled roadway but within the right of way limits of Cedar Hills Boulevard and, being on a County road, is under the jurisdiction of the County Engineer. I advised Mr. Knepper of this fact and suggested that he contact the County Engineer regarding clean-up of waste piles in front of his yard, which have been left by the telephone company or gas company.

I am quite acquainted with Mr. Knepper and asked him to contact this office in the event there were any problems he might have in connection with this project. This he agreed to do.

A. E. Johnson
Division Engineer

AEJ/lh

RECEIVED
APR 13 1964
PORTLAND, OREGON

COMMISSIONERS:
HERMAN P. MEIERJURGEN, CHAIRMAN, BEAVERTON
[illegible], PORTLAND
LEONARD N. HALL, CHARLESTON

SU-133(5)

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

CONSTRUCTION DIVISION
RECEIVED
APR 8 1964
NOTED-- CE ACE ACE [illegible] CCE

April 7, 1964

Mr. Forrest Cooper
State Highway Engineer
P. O. Box 3[illegible]
Salem, Oregon 97310

NOTED
LLOYD P. SHAW

Attention: Mr. F. D. Morgan

Dear Sir:

We have examined the prospectuses for the following titled location surveys transmitted to us by letters dated March 24 and 25, 1964 respectively:

Cedar Hills Boulevard Interchange Section, Sunset Highway, Washington County.

Pacific Highway East - Mt. Scott Creek Section, Clackamas Highway, Clackamas County.

There are no streams involved in the Cedar Hills highway project hence no fishery problems. Fish passage must be provided at Mt. Scott Creek and the Pacific Highway project.

Your cooperation in this matter will be appreciated.

Sincerely,

William D. Clothier

WILLIAM D. CLOTHIER, ASSISTANT
STATE FISHERIES DIRECTOR

cc: Oregon State Game Commission

Copies to:
Lloyd Shaw
L. H. Young
T. C. Roake
Frank Hall
A. E. Johnson (4)
J. E. Morelock

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APR 8 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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APR - 8 1964
OREGON
STATE HIGHWAY COMMISSION

Commissioners
Joseph W. Smith, Klamath Falls
Chairman
John P. Amacher, Winchester
Vice-Chairman
Tallant Greenough, Coquille
Wayne E. Phillips, Baker
J. Pat Metka, Bend

SU-433(2)

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

March 31, 1964

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention Mr. F. D. Morgan

Dear Sir:

We have reviewed prospectuses for several projects which have recently been referred to this department.

The projects are as follows:

1. Dougherty Slough-Hoquarton Slough Section, Oregon Coast Highway, Tillamook County.

2. Cedar Hills Boulevard Interchange Section, Sunset Highway, Washington County.

3. Pacific Highway East-Mt. Scott Creek Section, Clackamas Highway, Clackamas County.

None of the above projects will cause any problem to the wildlife resources, so approval is hereby given.

We appreciate the opportunity to review the projects.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:dm

cc: Director, OFC

Copies to:
Lloyd Shaw
L. H. Young
T. C. Roake
Frank Hall
R. D. Asburry (2)
A. E. Johnson (4)
L. E. Mordock

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APR 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
RECEIVED
APR 1 1964
NOTED-- CE ACE ACE COE

March 27, 1964

L. R; Knepper
2185 S.W. Cedar Hills Blvd.
Portland 25, Oregon

CONSTRUCTION DIVISION
RECEIVED
MAR 30 1964
COS

Mr. D. J. Barbee, Engineer
State Of Oregon
State Highway Department
Salem, 10, Oregon

Dear Mr. Barbee:

I note by the newspapers that the construction bids for Cedar Hills Blvd., will be let at the May 26th meeting if the city of Beaverton acquires right of way North of Walker Road. This late date would mean that construction could not really be started until late June or early July and undoubtedly would not be finished by the time the construction season ends. I wonder if the residents on Cedar Hills Blvd might not have a road during the next winter which is only half completed and perhaps a quantity of mud to wade through as bad or worse than we've had for the last two months through the digging of trenches by the Telephone Company and the Gas Company? Unless curbs were put in prior to the rainy season would we not have a serious drainage problem unless a new ditch is dug & maintained? And would their not be much dirt and consequent mud between the property lines and the curb line which would not have been graded in time for the residents to plant to grass or otherwise landscape before winter was to far along?

I'm aware that the highway department construction generally calls for a good binder on the roadway to carry through the winter if blacktopping is not completed but will the construction company be able to reach that stage before winter?

Unless the highway can be substantially completed would it not be better for all concerned to postpone construction until 1965 when an early start might be gotten?

I have also been informed that the highway Dept. is purchasing right of way to construct a connecting link between the Baldock Freeway and the Sunset Highway which will be in the vicinity of S.W. 145h St and join the Sunset near the Cedar Hills Shopping Center. Would not this connecting link when completed take much traffic away from Cedar Hills Blvd., --if so--haste in the four-laning of Cedar Hils Blvd need not be undertaken if good advantage cannot be taken of the construction season. I know the other residents would agree that we would not like to track through the mud allwinter long as we have been doing for the last two months. May I hear from You.

Sincerely,
L R Knepper

P.S. Will either the Telephone Company or the Gas Company grade the area they have been digging on-when they are through-so that our street will look hlafway decent?

REFERRED TO

By Construction Engineer

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MAR 27 1964
FOR FILING

SH-433(3)
6820

March 27, 1964

Mr. George Choban
4245 N. W. 174th Avenue
Portland 29, Oregon

Dear Mr. Choban:

When you discussed possible construction of the Cedar Hills Boulevard at this office last Friday, you were advised that almost certainly some part of your property would be required for right of way.

In view of your plans to develop a part of the area north of Barnes Road to multiple dwelling units and to minimize conflict between your plans and those of the Highway Department, we will proceed as rapidly as possible to firm up design of the interchange. This will take a week or two because of some problems south of the Highway.

Following completion of design, it is our intent to negotiate with you for any taking of your property. At this time, there seems to be little chance of any major change in design in your area from that which you were shown Friday. It is best, however, that the entire interchange be acceptable before the limit of right of way is established.

It is hoped that this confirmation of our intent to proceed with the interchange project will be of assistance to you in scheduling your proposed development. If you care to check with us from time to time on any problems which are of mutual interest, please feel free to do so.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
R. L. Porter
Walter T. Wright
F. D. Morgan

RECEIVED
MAR 26 1964
FILING

3.24.64

| SU-433(2) |
| --- |
| |
| 6820 |

Prefix No. 34-1423

LOCATION PROSPECTUS
CEDAR HILLS BOULEVARD INTERCHANGE SECTION
SUNSET HIGHWAY
WASHINGTON COUNTY

HIGHWAY: Sunset, State Primary No. 47, Federal-aid Primary No. 27.

TERMINI: The westerly end is at Station 3128+00, M.P. 67.72. The easterly end is at Station 3126+50, M.P. 68.37.

LENGTH: 0.65 mile. Approximate combined length of all roadways involved in the interchange is 3.05 miles.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving in the construction of an interchange at a relocated intersection of Cedar Hills Boulevard and the Sunset Highway. Cedar Hills Boulevard will be relocated from a point approximately 1,300 feet south of the Sunset Highway, will underpass said highway at Station 3147+62, M.P. 68.09, and will connect to Barnes Road north of said highway. The location from S. W. Parkway north to the revised interchange location will be updated to conform with the four-lane construction on Cedar Hills Boulevard. Reconnaissance is not needed. Soils and foundation investigations will be conducted. No drainage problems are anticipated. An economic analysis is not needed.

CHARACTERISTICS: Existing ADT on Sunset is 11,000. The projected ADT is 23,000 on the Sunset Highway and 9,800 on Cedar Hills Boulevard.

TYPICAL SECTION: Cedar Hills Boulevard will have a typical section consisting of two 24-foot travel ways with 10-foot paved shoulders separated by a variable 4- to 16-foot median. Provisions will be made for left-turn movements within the median. The typical section for ramp connections, speed change lanes and frontal roads will conform to State standards.

BRIDGES: None. There will be an underpass structure on the Sunset Highway for Cedar Hills Boulevard.

ACCESS: No access will be considered to the interchange itself. Abutting property will have access to frontal roads.

NOTED
R. L. PORTER

NOTED

NOTED
FORREST COOPER

BASE DESIGN: The tentative design for construction is:

| | Main Roadways | Frontal & Legs |
|---|---|---|
| Paving | 3-1/2" A.C. | 3-1/2" A.C. |
| Top Course Base | 2 " Level | 2 " Level |
| Bottom Course Base | 18-1/2" Base | 13 " Base |
| Total Depth | 24 " | 18-1/2" |

MATERIALS: Local commercial plants.

ADDITIONAL FACILITIES: No railroads.

AGREEMENTS: Required with Washington County concerning revisions of county roads and with utilities; i.e., Wolf Creek Highway Water District, West Coast Telephone Company, Portland General Electric, Northwest Natural Gas Company.

REMARKS: Some shoofly detouring of the Sunset Highway traffic will be required to maintain four lanes of traffic while the underpass structures are constructed. Also, the south Cedar Hills Boulevard grade should be constructed as a first order of business to provide drainage of the underpass section.

PARKS: None affected.

March 24, 1964
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
A. E. Johnson (3)
Mark Astrup
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Robert L. Schroeder
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

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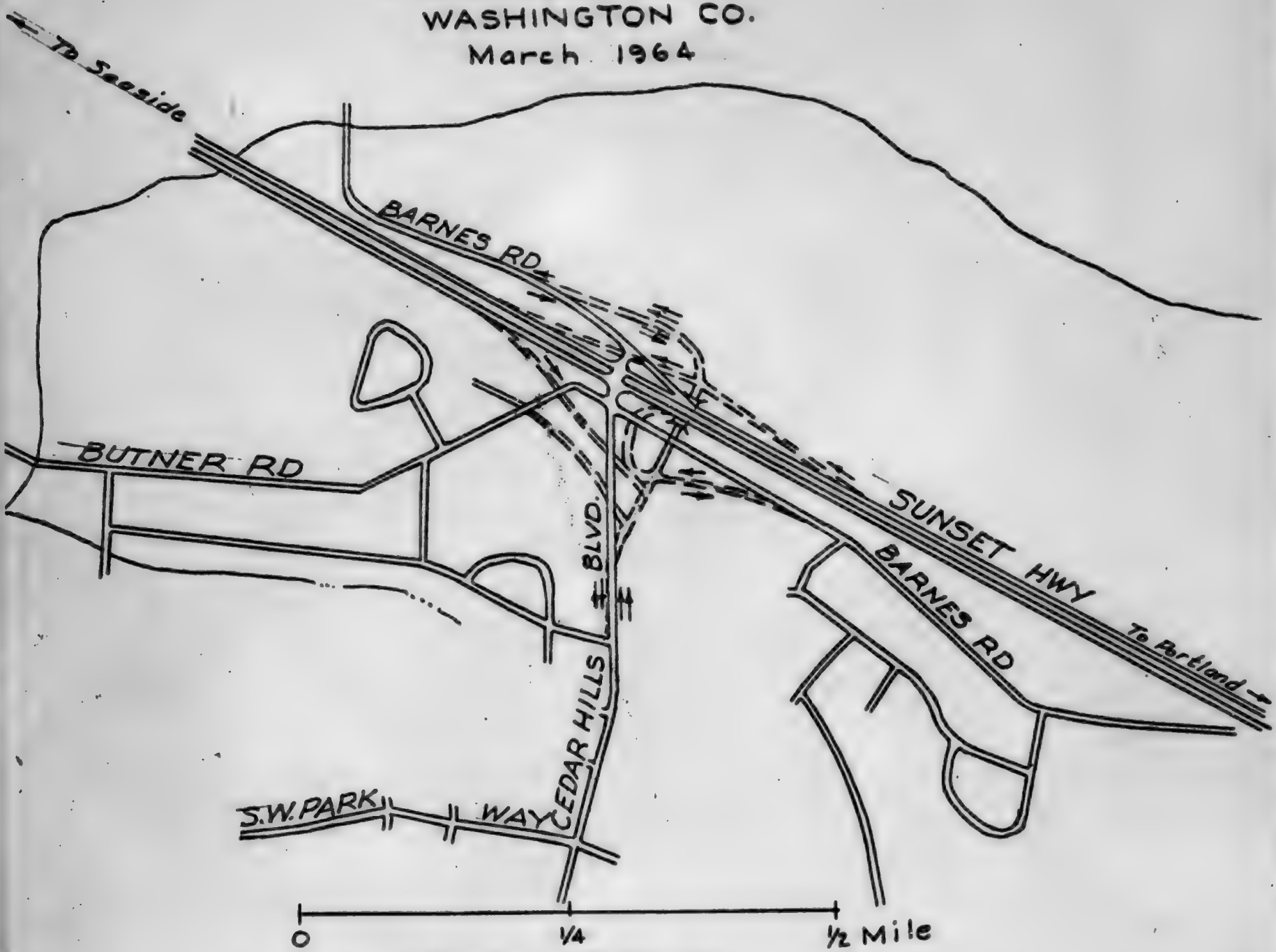
MAR 2 5 1964
OFFICE OF
STATE HIGHWAY ENGINEER

# CEDAR HILLS BLVD. INTERCHANGE
## SUNSET HWY
WASHINGTON CO.
March 1964



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MAR 13 1964
SU 433 (3)
6830

March 12, 1964

Mrs. C. E. Dobson
1370 S. W. Cedar Hills Boulevard
Portland, Oregon 97225

Dear Mrs. Dobson:

Thank you for your March 2 letter relative to a possible interchange at Cedar Hills Boulevard and the Sunset Highway.

This project is only in the preliminary investigative stage. No final conclusions have been drawn, nor has a specific design been prepared. We know that some corrective action in this area is needed and you are assured that all feasible solutions will be given full consideration before a final plan is adopted.

It is sometimes unfortunate that projects in this category receive wide-spread publicity that tends to give the impression that they are fully and finally decided. We hope that this explanation is satisfactory, but if you have any further questions, please do not hesitate to contact us.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLPrms
cc Mr. Forrest Cooper
Mr. Lloyd P. Shaw
Mr. Victor D. Wolfe

west side...
valley news
and features!

THE OREGON JOURNAL
metro-west
PUBLISHED EVERY THU



# 3 Sunset Highway Interchanges Pl

## LO City Manager

## *Ballad Town Returns 'Good Ol' Days'*

## Chief's Powers

## *Accid Spur*

By META THOMPSON
Metro-West Special Writ

CEDAR HILLS — Th
new interchanges to carry
pidly increasing traffic o
busy Sunset Highway
planned by the Oregon St
Highway Commission.

Metro-West learned of
commission's plans this w
and was told that top prio
would be given to construct
of an underpass near the p
ent Barnes Road-Cedar H
Blvd.-Sunset Highway f
way crossing.

MANY ACCIDENTS

THE OREGON JOURNAL

# metro-west!

PUBLISHED EVERY THURSDAY

JOURNAL, THURSDAY, FEBRUARY 27, 1964

# ay Interchanges Planned

## Good Ol' Days'

## Chief's Powers

# Accidents Spur Move

By META THOMPSON
Metro-West Special Writer

CEDAR HILLS — Three new interchanges to carry rapidly increasing traffic over busy Sunset Highway are planned by the Oregon State Highway Commission.

Metro-West learned of the commission's plans this week and was told that top priority would be given to construction of an underpass near the present Barnes Road-Cedar Hills Blvd.-Sunset Highway four-way crossing.

**MANY ACCIDENTS** [illegible] occurred at the crossing since completion of a new stretch of four-lane highway in the area last year.

"There is concern over the number of accidents, near misses, and complaints received," said C.T. Kiesey, assistant division engineer. "The crossing is definitely a hazard."

Sgt. Robert R. Fisher of the Sylvan office of the State Police told Metro-West: "We keep special watch on this crossing because of the number of accidents there, the latest of them involving three vehicles only a few days ago."

He added, "The danger is not so much from local residents, who recognize the danger and drive carefully. It is from those driving at high speed to and from the coast."

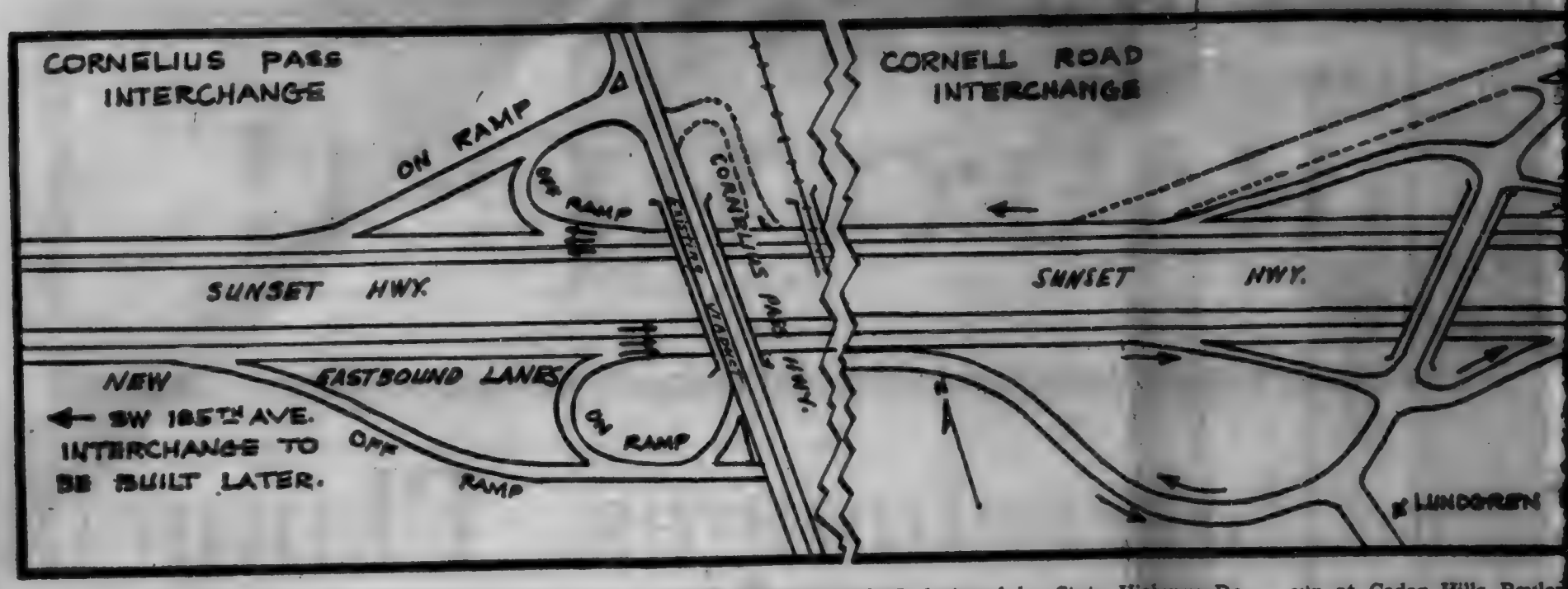
The highway department estimates cost of constructing the Cedar Hills Boulevard underpass at $850,000. This figure does not include cost of buying right-of-way. Several residences will be taken out by a cloverleaf. The underpass will be located a short distance east of the present dangerous intersection.

Kiesey also revealed that overpasses and new on and off ramps will be constructed for [illegible] Road and Cornell Road at the points where [illegible]

[illegible] they join [illegible] the same [illegible] department will extend four-laning of Sunset from west of the Cornell Road junction to west of Cornelius Pass Road.

**THE TWO** interchanges plus grading and paving of the additional two lanes will cost in excess of a million dollars, Kiesey said. The engineer said the highway department hopes, in the not too distant future, to complete Sunset as a four-lane highway from Portland to the Tillamook Junction.

Also in the works is an overpass and interchange arrangement for SW 185th Avenue at Sunset Highway to handle contemplated heavy traffic to the satellite city of Somerset West now under construction 20 miles west of Portland. Kiesey said plans for this project have not yet been drawn but may develop within the next two years, depending upon the traffic demand.




**NEW INTERCHANGES** designed by State Highway Department for growing areas adjacent to Sunset Highway are expected to eliminate present hazardous intersections and smooth traffic flow. Cornelius Pass viaduct exists now but new on-off ramps will be built. Cornell Road interchange features new overpass and diamond interchanges at each end. Biggest transformation will occur at Cedar Hills Boulev change where many seriou ted lines in far right sket crossing. New construction sist of underpass, diamond Sunset and partial cloverle Ed Wharton has drawn 4 lar

SAVE UP TO 25% ON YOUR NEW '64 SWIMMING POOL
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ANTHONY CONST. CO.
292-4893

## *Mayor Orders Parks Study*

LAKE OSWEGO—A committee to study park and recreation development for Lake Oswego has been appointed by Mayor George Thomas.

The committee is not only to examine park development but also establish priorities for a capital improvement programming study that will meet all city needs.

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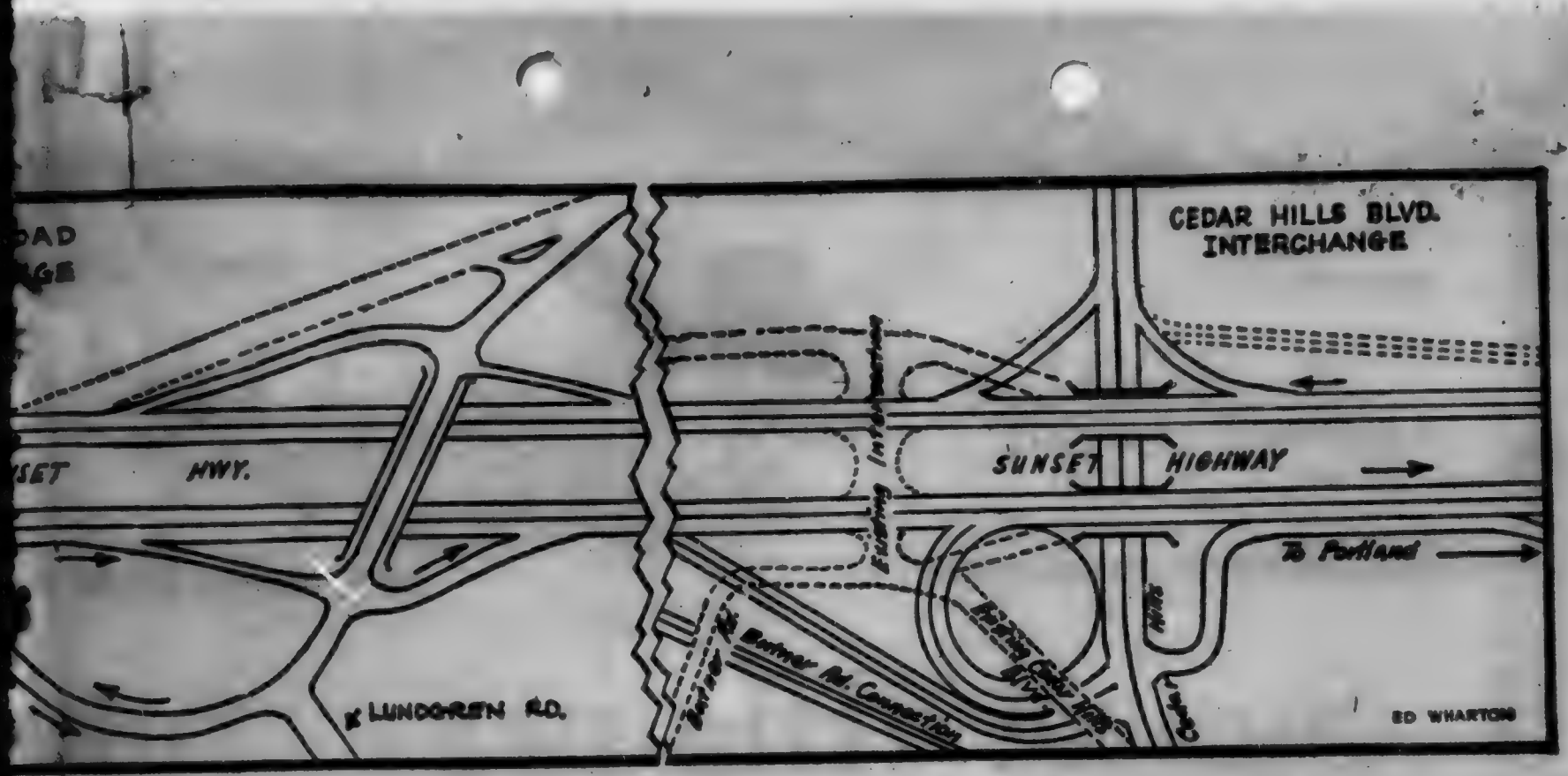
ited Barbary Coast in Port st Grove Gay '90s Festiva petition. Jean Fortune, left, Mrs. Morris Hines, center, arked "Tables for Ladies."




ate Highway De-
Sunset Highway
dous intersections
viaduct exists
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cur at Cedar Hills Boulevard-Barnes Road-Sunset interchange where many serious accidents have occurred. Dotted lines in far right sketch indicate present grade level crossing. New construction will be east of it and will consist of underpass, diamond on-off ramps on north side of Sunset and partial cloverleaf on south side. Journal artist Ed Wharton has drawn 4 lanes of highways running through all three interchanges. As part of big project, costing nearly $2 million, four lanes will be extended from present end west of Murray Road to point west of Cornelius Pass interchange. Later plans call for fourth interchange at SW 185th Avenue to accommodate Somerset West traffic. (Data furnished by State Highway Department).

McRae Brothers

REFERRED
Everett Cooper
BY SECRETARY

Portland 25, Oregon.
March 2, 1964.

Oregon State Highway Departmant
Salem, Oregon.

Re-Sunset Highway
Interchange

Dear Sirs:

We read with interest the article in the Oregon Journal February 27th and studied the map included. We live on Cedar Hills Boulevard and realize that the intersection with Sunset Highway is dangerous. We also feel that there is a very simple and inexpensive way to avoid this danger.

If the Highway were improvedand widened from Walker Road to Parkway as planned and then swing up Parkway to the present clover-leaf near the shopping center, we would not need another $850 000. overpass, much less all the cost of further right of way.

We who live between Parkway and Sunset would be the only ones who would have to go a bit farther to reach Sunset or cross it but would rather do so than see such an expensive duplication of the present clover-leaf in sucha short distance.

It would also seem that Commonwealth would be more than happy to cooperate since that change of route would pass the Cedar Hills Shopping Center.

Surely the million dollars thus saved could be used to a greater advantage in other dangerous areas.

Very sincerely
Bletha W Dobson (Mrs. C.E.)
An interested taxpayer.

Mrs.C. E. Dobson
1370 S W Cedar Hills Blvd
Portland Oregon.
97225

NOTED
R.L PORTER

RECEIVED
MAR 4 1964
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR - 4 1964
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 29 1963
FOR FILING

SU-433(3)
6820

October 28, 1963

Mr. Richard R. Pooley, P. E.
Tektronix, Inc.
P. O. Box 500
Beaverton, Oregon

Dear Mr. Pooley:

We wish to thank you for your recent comments concerning the intersection of Cedar Hills Boulevard and the Sunset Highway.

Traffic operation at this intersection is difficult to control; however, we do feel that the arrangement we currently have is the most efficient possible under existing conditions.

We agree that the ultimate solution is, of course, a complete separation of grades; however, projects of this nature must be considered and coordinated with the construction funds available. As is true in many cases, there are not enough construction funds at the present time to construct a grade separation at this location.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Crandall
A. E. Johnson

LEG:njc jw

Tektronix, Inc.

P. O. BOX 500, BEAVERTON, OREGON

MITCHELL 4-0161
TWX: 503-291-6805
TELEX: 036-636

October 10, 1963

Planning Division
Oregon State Highway Department
Salem, Oregon

Gentlemen:

Please refer to my letter of September 25, 1963, relating to the intersection of Sunset Highway and Cedar Hills Boulevard.

I wish to point out an error in my letter and admit my mistake that I misread your highway signs as I proceeded west on Sunset Highway. The crossing is not as bad as I made it out to be. Force of habit at this junction led me off to the right onto Barnes Road, thence to make the crossing directly across the four lanes of Sunset Highway. Reading the signs more carefully, I see that the Cedar Hills Boulevard traffic is to use the far left lane, which certainly does make this crossing a little easier.

I still would support long-range planning which would have an under or overpass at this location, as it still seems to be a complicated and dangerous intersection.

Very truly yours,

TEKTRONIX, INC.

Richard R. Pooley, P.E.

RRP:pc

CONSTRUCTION DIVISION
OCT 11 1963

RECEIVED
OCT 11 1963
TRAFFIC ENGINEERING

NOTED
L. E. GEORGE

Tektronix, Inc.

P. O. BOX 500, BEAVERTON, OREGON

MITCHELL 4-0161
TWX: 503-291-6805
TELEX: 036-636

September 25, 1963

Planning Division
Oregon State Highway Department
Salem, Oregon

Gentlemen:

My faith in the Highway's Department Planning Division has been visibly shaken.

I have just finished navigating and maneuvering my car through what I consider to be one of the potentially most dangerous intersections of my driving career. The intersection I speak of is located on the Sunset Highway at Cedar Hills Boulevard.

For the past seven years I have used this intersection regularly, have watched with interest the construction of the additional two lanes and also have watched and wondered how the intersection would function with these additional two lanes in use.

The surprise of my life has come twice now; when following the instruction of the signs posted--that is to turn left, get onto Cedar Hills boulevard, then go directly across the four lanes heading south on Cedar Hills Boulevard. But to my amazement, when I get out in the center--between the east and west lanes of Sunset, I find a car on my left also going to turn south onto Cedar Hills Boulevard, but approaching from a newly constructed third lane. Having recovered from this shock, one turns their attention to the east bound traffic coming up the hill. Lo and behold there is another new third lane which allows that car to turn north and a car in that lane has now blocked the visibility of the fast approaching traffic coming up the hill.

I am only thankful that I drive a car with a little bit of horsepower to be able to accelerate across this situation--if need be. I fear that if I were driving a Volkswagon Bus, one could find themselves out in the middle of this mess feeling somewhat helpless.

There is no doubt that I will alter my driving habits from here on out and discontinue using this intersection, but instead use the cloverleaf formed at the Cedar Hills Shopping Center. I have also been led to believe by some of my friends that they and their families are going to do likewise. I certainly hope that your long-range

NOTED
L. E. GEORGE

RECEIVED
SEP 27 1963
TRAFFIC ENGINEERING

planning has some way of solving what now appears to be a complex intersection.

Very truly yours,

TEKTRONIX, INC.

Richard R. Pooley, P.E.

RRP:pc

RECEIVED
SEP 27 1963
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 27 1963
TRAFFIC ENGINEERING
BEAVERTON, OREGON

TEKTRONIX, INC. P. O. BOX 500

MIL-F08(2) Jenkins Fd.-Leavenworth Sec. 1960
ILF 630 Engelhne, Prvtnc,
#4621 and Structure

C4A 3056

RECEIVED
MAY 1 - 1969

SCL-508(2)
6821

April 30, 1969

Mr. Ken Meng
Director of Public Works
Washington County Courthouse
Hillsboro, Oregon 97123

Dear Mr. Meng:

On April 24 you contacted Mr. L. E. George, Assistant Traffic Engineer, concerning replacing the temporary traffic signals at the intersection of the Tualatin Valley Highway and S. W. 145th Avenue in Beaverton with a permanent installation.

Present estimated costs and cost allocations for this work are as follows:

| Work Item | State | Local Jurisdictions |
|---|---|---|
| Remove Existing Signals | $ --- | $ 2,000 |
| Signalize Intersection | 14,000 | 14,000 |
| Railroad Interconnection | --- | 3,000 |
| Totals | $14,000 | $19,000 |

If you wish to proceed with this project, we will present the matter to the State Highway Commission for its approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
JOM EDWARDS
Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
L. W. Rulien

VPJ:ji ja

RECEIVED
JUL 11 1968
FOR FILING

511-508(2)

6821

July 10, 1968

Mr. A. W. Kilborn
Superintendent
Southern Pacific Company
251 Union Station
Portland, Oregon 97209

Re: Your File 21-4

Dear Mr. Kilborn:

Your letter of July 3 suggested that the Highway Department pay the entire cost of automatic gates and permanent traffic signals at the intersection of the Tualatin Valley Highway and 145th Avenue.

The actual rail crossing at this location is on a County Federal-aid Secondary, not on the State Highway System and, as such, the Highway Department has no financial interest in any protection installation for this crossing.

The highway intersection as it currently exists was created by a construction project involving the county road (S. W. 145th Avenue) and its extension on to the north of the Tualatin Valley Highway. During the design stages of the project, Washington County was advised that traffic signals should be installed as a part of the construction project in order to provide safe operation for traffic using the new intersection.

At the time of calling for bids, the County did not deem it necessary to install traffic signals and requested their deletion from the contract. However, prior to opening the project there was a change of thought and the County requested that the State install signals. The installation now in place, although installed by the State, was at the entire expense of Washington County and is maintained by Washington County.

Inasmuch as this problem was generated by a county road, we do not feel it appropriate for the State to enter into negotiations with the Southern Pacific Company for a permanent installation. Such action, we feel, should come from the County or the City, whichever has assumed final jurisdiction for the cross road.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
L. W. Rulien (enc.)

LEG:mk/TE:ja

FORM E-20 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
July 9, 1968

RECEIVED
JUL 9 1968
OFFICE OF
STATE HIGHWAY ENGINEER

SUBJECT: Permanent Traffic Signal Installation
Tualatin Valley Highway at 145th Avenue

To: Tom Edwards
Assistant State Highway Engineer
B U I L D I N G

Attached is a letter from Mr. Kilborn of the Southern Pacific Company requesting that the Highway Department install permanent traffic signals at the intersection of the Tualatin Valley Highway with 145th Avenue.

If you recall, this is the location at which the State installed, on a temporary basis, traffic signals at the request of Washington County. Washington County paid 100 percent of the cost of the temporary installation, which was originally to have been installed on a permanent basis as part of the FASC improvement at 145th Avenue. However, Washington County requested a deletion of the traffic signal, and it was later installed on a temporary basis after the construction was complete. Washington County is maintaining the signal and paying for the energy.

At the present time, both the City and the County are claiming that it is the others responsibility to install permanent signals. Mr. Kilborn's letter wants the State to pay 100 percent of the permanent traffic signals and railroad signals.

Apparently Ted Litchfield obtained permission to install poles for the temporary signal installation on Southern Pacific property, and at this time the Southern Pacific Company is trying to get the State to pay the entire cost of a permanent installation.

Attached is a Suggested Draft of a reply to Mr. Kilborn.

L. E. George
Assistant Traffic Engineer

LEG:mk
Attachments

# Southern Pacific Company

A. W. KILBORN
SUPERINTENDENT
S. W. BISHOP
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

251 UNION STATION, PORTLAND, OREGON 97209

July 3, 1968

IN REPLY PLEASE REFER TO

321-4

Mr. F.B. Crandall
Traffic Engineer
State Highway Department
Salem, Oregon 97310

Dear Sir:

By letter dated June 30, 1967, Mr. T.W. Litchfield requested a temporary signal installation on Southern Pacific Company property on FAS 630(S.W. 145th Avenue) Washington County, State Contract No. 6821.

In my letter of July 14, 1967 we granted permission to place two poles for overhead signals on railroad property with the understanding that this would be a temporary installation and that further negotiations would be carried on for the final installation of traffic signals and the installation of automatic gates. Traffic signals and gates to be synchronized to permit clearing of track area of vehicles whenever a train approached the crossing. On the attached Oregon Division Drawing PA-702 the intersection and the installation of automatic gates is shown.

County has advised that permanent signalization is the responsibility of the City of Beaverton. City of Beaverton has advised that they have no objection in principle to the installation of automatic gates and final installation of traffic signals. They are not in a position to bear any of the expense.

Since our original negotiations were carried on with the State, we feel that this is one crossing that the State should complete the installation and bear in the expense of making the permanent installation of traffic signals and automatic gates. Please advise this office if you will consider bearing the cost of installing gates and if so, we will proceed to secure appropriate agreement to cover.

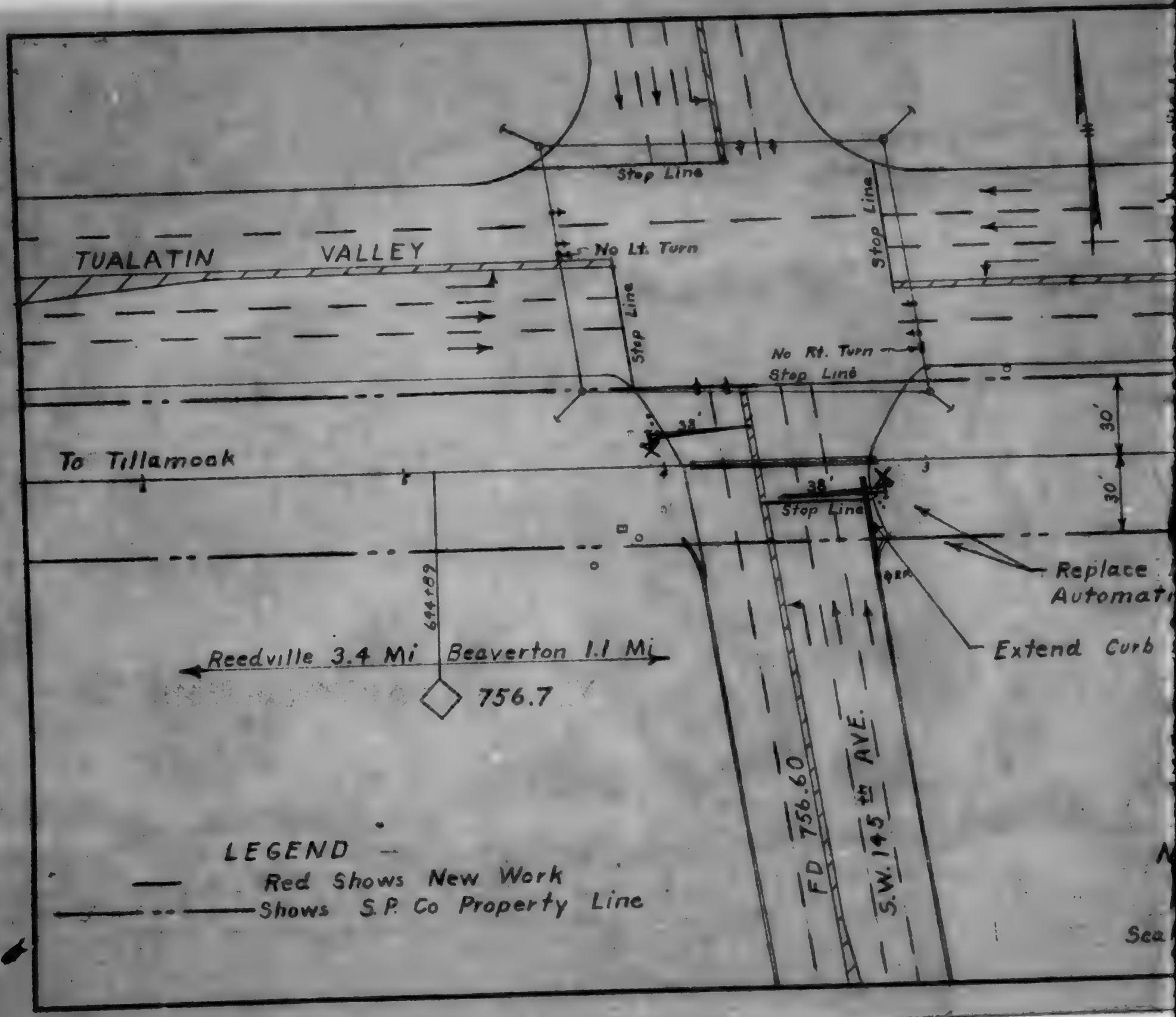
Yours truly,

A W Kilborn

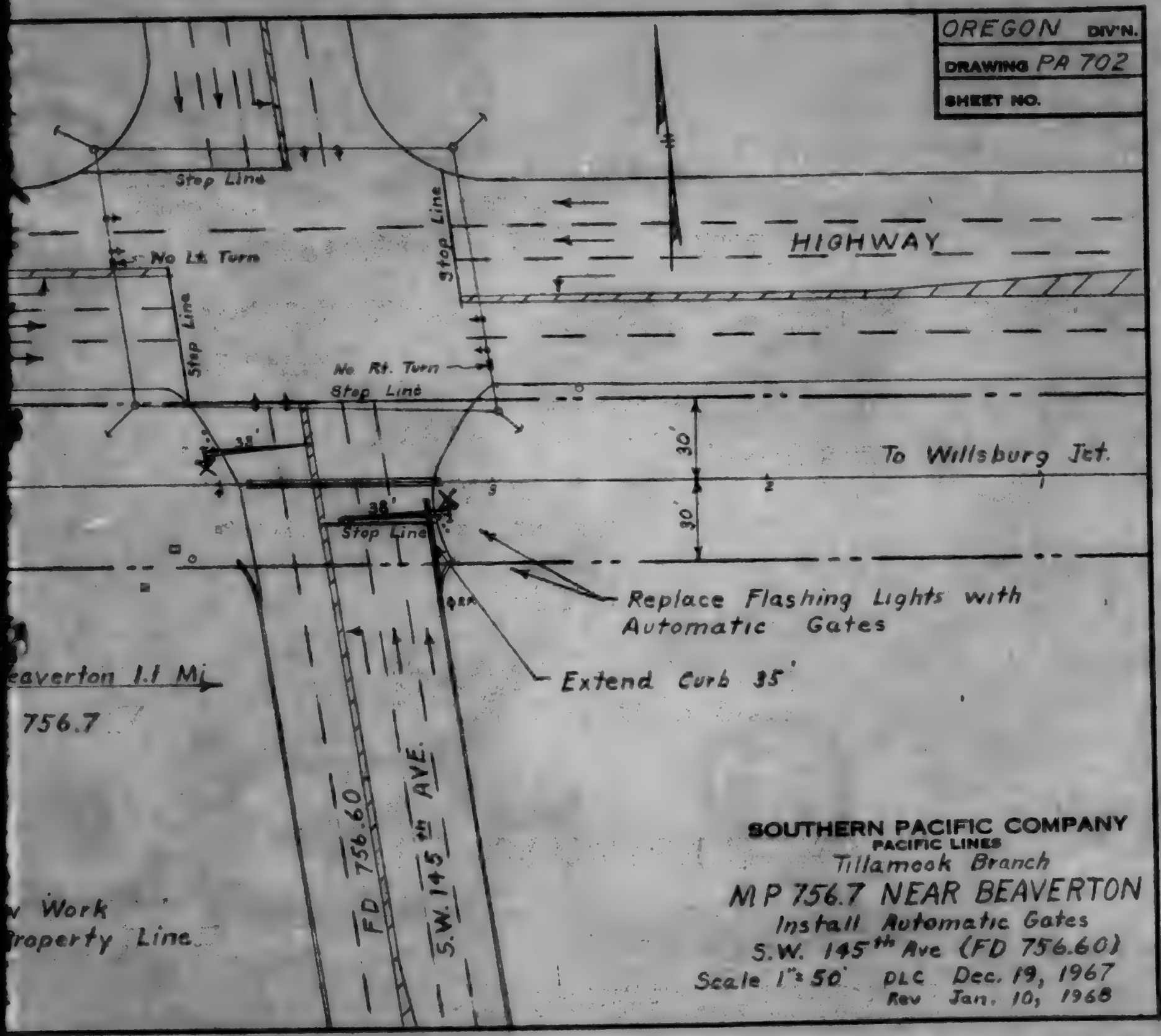
NOTED
L.E. GEORGE

RECEIVED
JUL 5 1968
TRAFFIC ENGINEERING

Attachment


TUALATIN VALLEY
Stop Line
No Lt. Turn
Stop Line
Stop Line
No Rt. Turn
Stop Line
38'
38'
Stop Line
30'
30'
To Tillamook
644+89
Reedville 3.4 Mi
Beaverton 1.1 Mi
756.7
Replace
Automat
Extend Curb
FD 756.60
S.W. 145th AVE.
LEGEND
Red Shows New Work
Shows S.P. Co Property Line

OREGON DIV'N.
DRAWING PA 702
SHEET NO.




SOUTHERN PACIFIC COMPANY
PACIFIC LINES
Tillamook Branch
MP 756.7 NEAR BEAVERTON
Install Automatic Gates
S.W. 145th Ave (FD 756.60)
Scale 1"= 50' DLC Dec. 19, 1967
Rev Jan. 10, 1968

DRAWER

# Southern Pacific Company

June 14, 1968

IN REPLY PLEASE REFER TO

321-4

Mr. T.W. Litchfield
Utilities Liaison Engineer
State Highway Department
Salem, Oregon 97310

Dear Sir:

Referring to installation of temporary traffic signals at intersection of S.W. 145th Avenue and Tualatin Valley Highway, State Highway Contract No. 6821. As correspondence will verify, we gave permission for temporary location of temporary traffic signals on the basis that, if and when permanent installation was made, traffic signals would be intertied with automatic gates which would replace the flashing light signals now protecting this grade crossing.

You advised on October 13, 1967 that the matter was now in the hands of either City or County. County has advised that the permanent signal installation is the responsibility of the City of Beaverton and the City has advised that they have no objection in principle to the proposed installation but they are in no position financially to assume any of the cost in connection with traffic control at this intersection.

Since the original negotiations were carried on between State for traffic signal installation on our property, feel that State of Oregon has responsibility in connection with the installation of automatic gates and permanent installation of traffic signals.

Please advise if the State will consider the installation of automatic gates.

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Pease E
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
JUN 17 1968
CONSTRUCTION
DIVISION

Yours truly,

A.W. KILBORN
Superintendent

RECEIVED
APR - 1968
SU-508(2)
6821

Salem, Oregon
April 3, 1968

Contract No. 6821
Jenkins Rd.-Beaverton Section
SU-508(2)

Mr. C. H. Maison
Controller

BUILDING

An overpayment in the amount of $6,000.00 was made to the contractor, Gary Baker Contractor, and Inland Construction Co. on Contract No. 6821.

The contractor stipulated in his bid proposal that a lump sum $6,000.00 reduction would be in order should he be awarded Contracts 6820 and 6821.

This office approved final payment to the contractor and neglected to deduct the stipulated amount from the contractor.

Please take the necessary action to obtain the refund from the contractor.

L. H. Young
Office Engineer

WG:vr

RECEIVED
OCT 23 1967
FOR FILING
SU-508(2)
6821

October 20, 1967

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 6821 awarded to Gary Baker, Contractor, and Inland Construction Company for grading, paving, and structure on the Jenkins Road-Beaverton Section of FAS 630 in Washington County was completed on July 12, 1967, and accepted by the Highway Commission on October 19, 1967.

Final payment in the amount of $16,881.52 will be released to the contractor after October 27, 1967. The total contract amount is $563,746.81 including $539.09 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Gary Baker, Contractor,
and Inland Construction Company
2090 East Main
Hillsboro, Oregon 97123

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
OCT 19 1967
FOR FILING

SU-508(2)
6821

October 19, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed July 12, 1967, on Contract No. 6821. The contract was with Gary Baker, contractor, and Inland Construction Company and was for the grading, paving, and structure on the Jenkins Road-Beaverton Section of FAS 630 in Washington County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 19, 1967, and that you concur in this procedure at the Commission meeting on October 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
L. W. Rulien

srb fn

SU-508(2)

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: JENKINS RD. - BEAVERTON | | WEEK ENDING: September 23, 1967 |
| | | SECTION PREFIX: 534 - 1034 |
| HIGHWAY: FAS 630, S.W. 145th Ave. | | COUNTY: Washington |
| NAME OF JOB: JENKINS RD. - BEAVERTON | KIND OF WORK: Grading, Paving, & Structure. | |
| CONTRACTOR: Gary Baker Contractor, & Inland Construction Co. | CONTRACT NUMBER: 6821 | FEDERAL AID PROJECT NUMBER: SU - 508 (2) |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: May 13, 1966 | ESTIMATED COMPLETION DATE: July 12, 1967 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 405 | CALENDAR DAYS USED 405 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 100 |
| PROJECT AUTHORIZATION: $652,639.40 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $605,802.82 | ENGINEERING AUTHORIZATION $46,836.58 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $559,119.45 | ENGINEERING COST TO DATE $56,000.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 92.3 |
| ESTIMATED PERCENT: [redacted] UNDERRUN 7.7 % | PERCENT OF AUTHORIZATION 120 % | DATE PROJECT WAS COMPLETED: July 12, 1967 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | 100 | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 1.01 | 1.01 | | | 1.01 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 1.01 | 1.01 | | | 1.01 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 157,400 | 63,100 | | | 7,400 |
| TOTAL QUANTITIES CORRECTED TO DATE | 137,574 | 59,942 | | | 8,293 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 137,574 | 59,942 | | | 8,293 |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | 9263 | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | 100 | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Fair | | | |
| MONDAY | Partly Cloudy | | | |
| TUESDAY | Partly Cloudy | | | |
| WEDNESDAY | Cloudy | | | |
| THURSDAY | Fair | | | |
| FRIDAY | Fair | | | |
| SATURDAY | Fair | | | |

Routing

Morgan ✓✓✓ — Pearce ✓

Decker — Murdock

Bond ✓ — Treat

Barbee — Scott

Walker — Will

Glenn — Lindfield

Swan — Olson

RECEIVED
SEP 25 1967
CONSTRUCTION
DIVISION

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

The Semifinal Estimate was completed and delivered to the Division Office on Thursday, Sept. 21, 1967.

FINAL REPORT.

cc: Construction 2
EPR
Bridge
Division
Bridge Resident
Field

SIGNED James W. Cochell LOCATION Beaverton

James W. Cochell

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

Form CD-121
(11-63)
(Prev. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

SU-508(2)

6421

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

DATE: January 5, 1967

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: R. H. Tokerud
Division Bridge Engineer

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

SUBJECT: Preformed Elastomeric Joint Sealer

This memorandum concerns the following projects:

F-330(5), High Banks Rd.-57th St.(Springfield)
SU-508(2), Jenkins Rd.-Beaverton Section
I-405-8(13)302, NW. Johnson-SW. Montgomery St. Sec.
I-5-5(32)293 and SU-466(6), Pacific Hwy. W.-S. Tigard Intchg.
ER-103(4), Middle Fk.-Rogue River Br. Sec.
S-552(1), Bolen Island-Jack Franz Slough Sec.

With reference to Mr. Merchant's letter of January 3, 1967 we approve of the use of your current specification for the compression joint sealer on the six projects listed above.

This is a relatively new material and apparently the specification as originally drafted set forth one requirement that was not practical. Under these circumstances it is logical and satisfactory to revise the original specification to that currently being used.

Copy - Merchant
Hughes
Young
1-11-67

RECEIVED
JAN 6 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-183X 50M 9-64

RECEIVED
JUL 27 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH M. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

SU-508(2)

6821

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 26, 1966

Honorable Clayton Nyberg, Chairman
Washington County Board of Commissioners
Courthouse
Hillsboro, Oregon 97123

NOTED
F. B. KLABOE

Dear Sir:

Reference is made to your letter of July 12, 1966 concerning utility costs in connection with Jenkins Road-Tualatin Valley Highway Section of FAS 630 (145th Ave.) in Washington County.

First of all, an explanation of past policies in matters such as this should be made. In the case of utilities it has been the standard procedure to require the counties to move or have them moved as required for FAS-C projects. This requirement is stipulated in our standard agreement with all counties for all FAS-C projects. There are mainly three reasons for this thinking:

1. Most utilities are on county road rights-of-way by permit or franchise and are required to be moved at the utility company's expense without cost to the county.

2. Although the Bureau of Public Roads will approve the participation of federal funds in utilities adjustments, it has been felt that in order to conserve as much FAS Funds as possible for actual construction, the counties could meet these expenses with their own funds.

3. Since the procuring of right of way is a county responsibility for FAS-C projects it is assumed that the obligation of moving utilities is a part of that county responsibility as per the agreement entered into between the State and County.

In the case of the P.G.E. lines along the railroad track, we must frankly admit that these utilities were overlooked by both our engineering department in drawing up the plans and your Public Works Department in dealing with the railroad; therefore, the cost of moving these lines was not programmed with the

Bureau of Public Roads in the initial stages of the project. Even after the project had commenced the Bureau would have approved a supplemental programing, but only for those costs incurred after the date of approval. We did receive an estimate of costs from your Public Works Department on June 27, 1966. The estimate of costs was immediately given to the Utilities Liaison Engineer for verification of costs remaining to be programmed. His subsequent investigation revealed that by the time the Bureau of Public Roads could approve the additional utilities program the utilities adjustments would have been virtually completed and therefore there would have been no costs incurred after the approval date. It is with reluctance that I must inform you that the costs of adjusting the P.G.E. utility lines have not been approved as part of the project costs and therefore must be borne by Washington County.

In regard to all the other diffuculties that seem to have accumulated on this particular project you can be assured that we will strengthen our inter-department procedures and our relationships with county engineering units so that the future projects, both in Washington County and other Oregon counties will be well planned and well timed in all phases of planning, programming, and construction.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Division Engineer

EHP:nr

cc: Al Graham, Director of Public Works
F. B. Klaboe

RECEIVED
JUL 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 14 1966
ENGINEER
COUNTY & CITY DIVISION

COUNTY OF WASHINGTON
COURTHOUSE
HILLSBORO, OREGON 97123

July 12, 1966

Oregon State Highway Department
City-County Relations
Salem, Oregon
7630

Re: Jenkins Road-Tualatin Valley Hwy
Section, FAS 630 Washington County

Attention: Mr. S. H. Cox

Dear Mr. Cox:

The above referred to project was first approved by the Oregon State Highway Commission in June, 1963, as a Federal Aid Secondary project. The State Highway Department was to perform all engineering and supply option forms containing the description of all needed rights-of-way and easements. The County was to obtain the necessary rights-of-way as required by the State.

Option forms were received in October and railroad easement forms in November, 1965, whereupon the County proceeded to have the forms executed and on April 28, 1966, bids were received and subsequently a contract awarded by the State. The County has deposited its estimated share of the project cost in the amount of $130,500.00.

On at least two occasions prior to bid opening the Chief Counsel for Tektronix Inc. informed your Chief Counsel that S.W. Millikin Way was a private street and that an easement would be needed to allow the contractor to perform the required transition work on said street. A check of the description of Tektronix property needed, as supplied by your office, disclosed that the transition portions of Millikin Way were not covered.

After the contract was awarded and the contractor commenced work under the contract, the State Resident Engineer informed the County that additional easements (also not covered in the original descriptions) would be needed from Tektronix Inc. to allow for realignment of Beaverton Creek as related to the required culvert installation.

These two items, overlooked in the planning stage, necessitated the County returning to Tektronix Inc. for a second time, and, in addition, securing a rider on the contractor's insurance policy naming said corporation as additional insured.

Shortly after the contract was let it was discovered that Portland General Electric Company had facilities located on railroad right-of-way (covered by easement from Oregon Electric Railway Co. dated December 28, 1945, recorded in Book 255, Page 411, Washington County Deed Records), whereupon

NOTED
R. H. PR
NOTED
HAROLD
REYNOLDSON

Portland General Electric estimated that to move, temporarily, and re-install at a greater height, said facilities would cost $4,800.00. Since the presence of these facilities, in our opinion, constituted an obstruction to the contractor in the prosecution of his work and, since it was evident to us that these facilities would have to be adjusted to accommodate the designed structure, the Board of County Commissioners authorized the power company to proceed with the work. The first notice the County received pertaining to this problem was from the power company after the contract had been let and, since it had apparently been overlooked in the planning stage, it was not included as part of the approved project.

The County, on June 20, 1966, contacted your office requesting that the expense of this work be made a part of the project since these facilities did not occupy a public right-of-way prior to the project and, therefore, the County could not require this work at the power company's expense. At that time the power company had completed approximately one-half of its work and had revised its estimate to $6,202.53.

The County was informed by your office that this work did qualify as a project cost whereupon we furnished to the State a letter of request (dated June 24, 1966) together with a copy of the easement from the railroad to the power company and copies of the power company's cost breakdown for their work.

On July 7, 1966, we were informed by your office that since the power company's work had already commenced, an amendment to the project had been denied by the Bureau of Public Roads.

It is the County's position that in accordance with Instructional Memorandum 30-2-66, 39-30 dated February 24, 1966, issued by the Bureau of Public Roads over the signature of Mr. E. H. Swick, Director of Right-of-way and Location, this is a justified project cost. It appears to us that had we refused to direct the power company to proceed, (thus possibly delaying the project) and referred them to the Division Engineer, we would not have been penalized.

Certainly, had this extra expense been anticipated and made known as a result of the preliminary engineering by the State, it would now be a project cost.

In view of the foregoing, Washington County hereby requests that the State Highway Department and the Bureau of Public Roads reconsider their denial of amending the project to include the cost of relocating power line facilities.

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Clayton Nyberg
Chairman

CS/hs

RECEIVED JUN 21 1966

6/6/66 A

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO. 6-37 FOR FILING

PROJECT REPORT NO. 4

FORM PR-2 (REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

6-6-66

STATE: Oregon

COUNTY: Washington

PROJECT NO. SU-508(2)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Jenkins Rd.-Beaverton Section, FAS 630 (S.W. 145th Ave.).

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 3-28-66 | 1.014 |
| OTHER (Specify) | | |

FUNDS

Two Bats 63.51

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 644,002 | $ 408,900.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By T. H. Klabo
Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By A. W. Parsons
(Division Engineer)

By L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 6 1966

Oregon State Highway Department

Federal-Aid
Project No. SU-508(2)

JENKINS RD.-BEAVERTON SECTION OF

FAS 630 (S.W. 145TH AVE.) IN WASHINGTON COUNTY

Project agreement estimate.

Salem, Oregon, May 23, 1966

Type Code 6201
Roadway (Sta. 74+00 to Sta. 127+54)(Contract No. 6821)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required | | $ 14,000.00 |
| Ditch Excavation, Unclassified | 670 cu.yd. | $ 1.25 | 837.50 |
| Embankment Foundation Excavation, Unclassified | 5,400 cu.yd. | 1.20 | 6,480.00 |
| Embankment in Place | 157,400 cu.yd. | 0.84 | 132,216.00 |
| Finishing Roadbed and Slopes | All Required | | 2,000.00 |
| Trench Excavation | 2,350 cu.yd. | 2.25 | 5,287.50 |
| Special Backfill in Drains | 36 cu.yd. | 6.00 | 216.00 |
| Watering | 390 M-gal. | 2.50 | 975.00 |
| 3/4" - 0 Material in Stone Leveling Course | 4,600 ton | 2.22 | 10,212.00 |
| Plant-Mix Stone Base | 58,500 ton | 2.18 | 127,530.00 |
| 3/4" - 0 Aggregate in Prime Coat | 250 cu.yd. | 4.50 | 1,125.00 |
| RC-250 Asphalt in Prime Coat | 40 ton | 52.00 | 2,080.00 |
| Class "B" Asphalt Concrete | 7,400 ton | 6.66 | 49,284.00 |
| Concrete Slope Protector | 1 only | 125.00 | 125.00 |
| Loose Riprap | 60 cu.yd. | 4.75 | 285.00 |
| 102-inch Structural Plate Pipe, 10 Gage | 550 lin.ft. | 44.00 | 24,200.00 |
| 12-inch Culvert Pipe | 400 lin.ft. | 3.00 | 1,200.00 |
| 18-inch Culvert Pipe | 650 lin.ft. | 5.10 | 3,315.00 |
| 24-inch Culvert Pipe | 210 lin.ft. | 9.50 | 1,995.00 |
| 48-inch Culvert Pipe | 82 lin.ft. | 14.50 | 1,189.00 |
| 54-inch Culvert Pipe | 80 lin.ft. | 17.50 | 1,400.00 |
| 8-inch Storm Sewer Pipe | 260 lin.ft. | 3.00 | 780.00 |
| 12-inch Storm Sewer Pipe | 470 lin.ft. | 3.70 | 1,739.00 |
| 21-inch Storm Sewer Pipe | 110 lin.ft. | 8.50 | 935.00 |
| 6-inch Drain Pipe | 715 lin.ft. | 2.00 | 1,430.90 |
| Extra for Pipe in Tunnel | 22 lin.ft. | 24.00 | 528.00 |
| 12-inch Culvert End Sections | 1 only | 23.00 | 23.00 |
| 24-inch Culvert End Sections | 1 only | 25.00 | 25.00 |
| Concrete Manholes | 1 only | 270.00 | 270.00 |
| Special Concrete Manhole | 1 only | 610.00 | 610.00 |
| Concrete Inlets, Type "B" | 2 only | 90.00 | 180.00 |
| Concrete Inlets, Type "D" | 1 only | 110.00 | 110.00 |
| Concrete Inlets, Type "C C-1" | 2 only | 120.00 | 240.00 |
| Concrete Inlets, Type "C-1" | 8 only | 110.00 | 880.00 |
| Concrete Inlets, Type "C-2M" | 2 only | 125.00 | 250.00 |
| Adjusting Manholes | 2 only | 50.00 | 100.00 |

| | | | |
|---|---|---|---|
| Reconstructing Concrete Manholes | 4 only | $90.00 | $ 360.00 |
| Concrete Curbs | 165 u.yd. | 34.85 | 5,750.00 |
| Guide Posts, W-2 Way | 34 only | 7.50 | 255.00 |
| Guide Posts, Y-1 | 100 only | 7.50 | 750.00 |
| Guard Rail | 2,450 lin.ft. | 2.50 | 6,125.00 |
| Rail End Pieces | 12 only | 5.00 | 60.00 |
| Extra Guard Rail Posts | 22 only | 12.00 | 264.00 |
| Extra for Painting Rails | 440 lin.ft. | 0.10 | 44.00 |
| | | | $ 407,660.25 |
| Flagging (57½% of Contractors Cost) | All Required | | $ 2,000.00 |
| Signing | All Required | | 2,500.00 |
| | | | $ 4,500.00 |
| Railroad Protective Cost | All Required | | $ 2,500.00 |
| | Subtotal | | $ 414,660.25 |
| | 10% Engr. & Cont. | | 41,465.75 |
| | Total | | $ 456,126.00 |

Type Code X381
Structure (Sta. 94+63.50 to Sta. 97+80.50)(Contract No. 6821)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Required | | $ 3,200.00 |
| Structural Excavation | 540 cu.yd. | $ 5.00 | 1,700.00 |
| Structural Excavation Below Elevation Shown | 30 cu.yd. | 5.00 | 150.00 |
| Test Piles | 2 only | 300.00 | 600.00 |
| Furnishing Treated Timber Piling | 11,270 lin.ft. | 1.50 | 16,905.00 |
| Drive Timber Piles | 216 only | 42.00 | 9,072.00 |
| Class "A" Concrete | All Required | | 77,000.00 |
| 60' to 65' Type 4 Prestressed Beams | 5 only | 1,250.00 | 6,250.00 |
| 70' to 75' Type 4 Prestressed Beams | 5 only | 1,400.00 | 7,000.00 |
| 90' to 95' Type 4 Prestressed Beams | 10 only | 2,000.00 | 20,000.00 |
| Metal Reinforcement | All Required | | 18,000.00 |
| Metal Parapet Railing | 720 lin.ft. | 6.00 | 4,320.00 |
| Preparation of Slopes | 550 sq.yd. | 2.00 | 1,100.00 |
| Concrete Slab Riprap | 550 sq.yd. | 7.00 | 3,850.00 |
| 8-inch Metal Unperforated Drain Pipe, Type "A" Coating | 60 lin.ft. | 4.00 | 240.00 |
| 4-inch Standard Steel Pipe | 20 lin.ft. | 10.00 | 200.00 |
| 6-inch Standard Steel Pipe | 110 lin.ft. | 11.00 | 1,210.00 |
| | Subtotal | | $ 170,797.00 |
| | 10% Engr. & Cont. | | 17,079.00 |
| | Total | | $ 187,876.00 |

Length of Roadway ---- 0.954 mile
Length of Structure ---- 0.060 mile
Total 1.014 miles

Cost of Roadway Per Mile $449,828.40

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds | County Funds |
|---|---|---|---|---|
| Roadway | $456,126.00 | $289,600.00 | $ 83,263.00 | $ 83,263.00 |
| Structure | 187,876.00 | 119,300.00 | 34,288.00 | 34,288.00 |
| | $644,002.00 | $408,900.00 | $117,551.00 | $117,551.00 |

State Funds for Const.: Chap. 175, Laws 1917;
Chap. 31, Laws 1920;
Chap. 329, Laws 1939.

State Funds for Maint.: Chap. 329, Laws 1939.

JENKINS ROAD-BEAVERTON SECTION

R.R. PROTECTIVE COST (O.E.R.R.)

Full flagging crew for one month with headquarters at Hillsboro.

Foreman @ $464.63 per month
2-Laborers @ $ 2.46 per hour

| | | | |
|---|---|---|---|
| Foreman @ | $464.63 1 month | = | $464.63 |
| Laborers @ | $ 39.36/day x 21 days | = | 826.56 |
| | Subtotal | | $1,291.19 |

Overtime 1 hour per day

| | | | |
|---|---|---|---|
| Foreman | $ 4.1485/hr. x 21 | = | $ 87.12 |
| Laborers | $ 3.69/hr. x 21 x 2 | = | 154.98 |
| | Subtotal | | $ 242.10 |
| | Total Wages | | $1,533.29 |
| | Payroll Additives 39% | | 597.98 |
| | Total Estimated Cost | | $2,131.27 |

State will pay up to $2,500.00

RECEIVED
JUN 27 1966
FOR FILING
LU-508(2)
6821

3P

May 18, 1966

Gary Baker, Contractor
& Inland Construction Company
2830 E. Main Street
Hillsboro, Oregon 97123

Exec
Apr 28

Gentlemen:

The State Highway Commission on May 9, 1966, accepted your proposal for grading, paving and structure on the Jenkins Road-Beaverton Section of FAS-430 in Washington County for the sum of $578,457.45 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions were satisfied and on the same day the State Highway Engineer awarded you the project, which has been assigned Contract No. 6821.

Later in day

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Pacific Builder and Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Oregon

Frank Morgan
L. E. Young
C. D. Matthis (SIAC)
I. D. Merchant

RECEIVED
APR 28 1966
FOR FILING

SU-508(2)
6x21

April 27, 1966

MISC. CONTRACTS and AGREEMENTS No. 3056

Board of County Commissioners
Washington County
Courthouse
Hillsboro, Oregon

Gentlemen:

We are enclosing for your records a fully executed copy of a Finance-Construction Agreement covering the Jenkins Road-Beaverton section of N. W. 145th of F.A.S. 630 in Washington County.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

EB
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



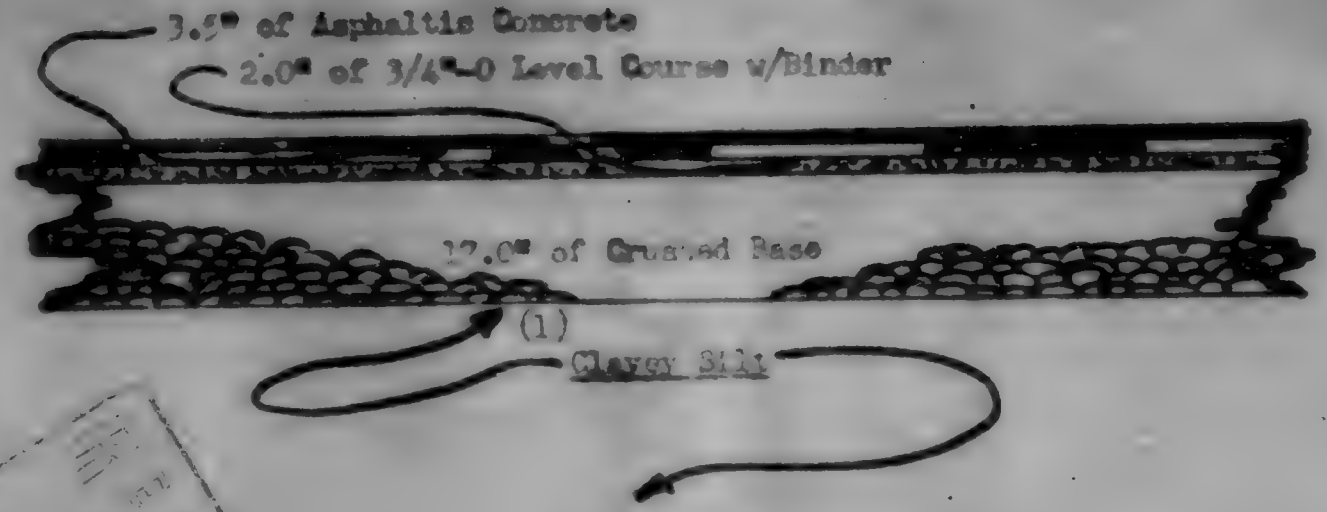
Section WALKER ROAD - JENKINS ROAD Highway F.A.S. 630 County WASHINGTON Prefix

Res. Engr. Approx. Length Miles. Sta. to Sta. Date 4-18-66

Truck A.D.T. 109 Traffic Coefficient 8.2 18 kip s.a. per day 76.5.

Annual Precipitation 44" Frost Penetration - - - -.

(1)
Typical Soil
29 LL
4 PI
100 %P 10
90 %P200
9 %Gravel
2 %C Sand
8 %F Sand
61 %Silt
21 %Clay
11 "R" Value
(Dessicated)




| | CBE Total Req. | Credit | Actual Thick. |
|---|---|---|---|
| | | 7.0 | 3.5 A |
| | | 2.0 | 2.0 L |
| | | 17.0 | 12. C |
| | 26.0 | 26.0 | 12. |

FOR FILING

RECEIVED
MAY 2 - 1966
SOILS & GEOL. SEC.

AASHO CLASSIFICATION:
A-4 (8)

MATERIAL SOURCES:
To be determined by the Engineer.

RECEIVED
MAY 2 1966
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

4-18-66

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Rural Engineer
County-City (2)

Submitted by E. J. Berg for Staff Assistant

Recommended by Asst Engineer of Materials

Recommended by L. F. Oliver Asst Construction Engineer

Approved by W. C. Klaboe Asst. State Highway Engineer

WALKER ROAD - JENKINS ROAD
F.A.S. 630
WASHINGTON COUNTY

"OTHER ROADS"

| Truck ADT | A.C. Wearing Surface | Level | Crushed Base | CR&B Req. | Actual Thickness |
|---|---|---|---|---|---|
| 30 - 90 | 3.5" | 2.0" | 14.5" | 23.5" | 20.0" |
| 8 - 30 | 3.0" | 2.0" | 12.5" | 20.5" | 17.5" |
| 1 - 8 | 2.0" | 2.0" | 11.5" | 17.5" | 15.5" |
| Cars Only | 2.0" | 2.0" | 6.5" | 12.5" | 10.5" |

Should substitutions be made use the "CB&" Requirement Column to obtain total required thickness and table below for values:

| | | | |
|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" Crushed Base |
| 1.0" | Plant Mix Bituminous Base | = | 1.43" Crushed Base |
| 1.0" | Oil Mat | = | 1.1" Crushed Base |
| 1.0" | Stone Subbase | = | 0.8" Crushed Base |

SECTION. WALKER ROAD - JENKINS ROAD

HIGHWAY: F.A.S. 630

COUNTY: WASHINGTON

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 2700 (Total)

B. Future ADT 6000 (Total)

C. Mean ADT 4350 $\frac{(A+B)}{2}$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 5 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ 2.5 x (C) 4350 = 109

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 109 x (H) 100 % = 109

TRAFFIC COEFFICIENT = K (I) $^{0.119}$

where K = 4.669

= 8.62

SECTION: WALKER ROAD - JENKINS ROAD

HIGHWAY: F.A.S. 630

COUNTY: WASHINGTON

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good I Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally A.C.
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: County requested A.C.
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction

CONCLUSION AND REMARKS:

See Item 12. Sections to the South of the proposed project have been built to similar (within 1.0") thicknesses and are in good conditions.

RECEIVED
APR 1 1966
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

SU-508 (1)
6821

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 7, 1966

County of Washington
Court House
Hillsboro, Oregon 97213

ATTENTION: Mr. Ken Meng
Chief, Engineering Division
Department of Public Works

RECEIVED
APR 8 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Re: Proposed Easement from Oregon Electric Railway Company to Washington County
Tualatin Valley Highway-Jenkins Rd. Section
S.W. 145th Avenue (FAS 630)
Washington County

Gentlemen:

Your letter of March 22, 1966 to Mr. Vern Jones of our County-City Relations Section has been referred to me for reply.

The proposed easement, as attached to H. A. Hudson's letter to you dated March 15, 1966, has been reviewed by our Right of Way Descriptions and Legal Sections and, insofar as the State is concerned, this document is satisfactory.

So long as Washington County is agreeable to the two conditions the railroad has attached to the granting of the easement, we see no reason why this easement should not be executed by the Railroad and given to Washington County.

Should you have any questions regarding this matter, please do not hesitate to contact us.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: F. B. Klaboe
H. S. Cox
I. D. Merchant
L. W. Rulien
Jack Hesla

APR 1 - 1966

FOR FILING

Form CD-121 (11-63) (Proc. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

DATE: March 28, 1966

In reply refer to: 08-35.EC/710.13

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

REFERRED TO
4-1-66
By Asst. State Hwy. Engr.

SUBJECT: Oregon Federal-aid Secondary Program

Mr. Young's March 3, 1966 letter submitted two projects for inclusion in the subject program. We are approving these Stage 2 construction projects effective this date:

| Item | Project | Location | Work |
|---|---|---|---|
| 949 | S-552(1) | Gardiner Hill Section | 3 bridges |
| 950 | SU-508(2) | Jenkins Road-Beaverton Section | Grading-Paveing & 1 structure |

You are authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above projects in accordance with the provisions of your approved Secondary Road Plan. If you subsequently find that exceptions to the procedures or your minimum design standards will be needed during the accomplishment of these projects, this office should be notified of such proposed exceptions and reasons thereof.

You indicate that no railroad benefits are involved in Item No. 949, Project S-552(1). You should furnish evidence that the existing grade crossing is not being closed prior to initiating action on the project agreement or include railroad benefits in the estimate therefor. Approval of the item is also given with understanding that prior to award of contract Federal participation will be increased to the full pro-rata share or you agree to accept the present financing as a firm commitment.

The exception to your minimum design standards, a 22° curve in close proximity to, but beyond, a terminus of the above project is satisfactory. Necessary system revision of the underlying route for the item was approved by this office on February 10, 1966.

The material submitted to satisfy the urban transportation planning requirements of IM 50-2-65 is being accepted in this case for Item 950, Project SU-508(2), however, in future instances where a substantial portion of the right of way has not been acquired prior to July 1, 1965, full information as outlined in paragraph B-5 of the Instructional Memorandum should be furnished.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

This approval provides for a total of 1.187 miles of construction for a total estimated cost of $1,250,000 of which $650,000 is obligated as Federal-aid Secondary funds.

RECEIVED
MAR 30 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 1 6 1965

COMMISSIONERS:
HERMAN F. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

SU-F.A.P.

6831

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

December 10, 1965

Routing

| | |
|---|---|
| Morgan | Peat |
| Decker | Morelock |
| Bond | Trout |
| Barboe | Scott |
| Walker | Wills |
| Glenn | Litchfield |
| Swan | Olson |

RECEIVED
DEC 13 1965
CONSTRUCTION
DIVISION

Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention Mr. F. D. Morgan

Dear Mr. Cooper:

The title sheets of the following listed highway projects transmitted to us by your letter dated November 23, 1965 have been reviewed. We anticipate no fishery conflicts; thus the projects are approved.

7th Avenue-Willamette River Section, Eugene-Springfield Highway (I-105), Lane County.

Myrtle Point-Powers Junction Section, Coos Bay-Roseburg Highway, Douglas County.

Jenkins Road-Tualatin Valley Highway, FAS 630, Washington County.

John Day River (Stewarts) Bridge Section, John Day Highway, Grant County.

The North Unit, Siletz-Toledo Section, Siletz Highway, Lincoln County, title sheet indicates a 10 x 10 PCBS, 195' long on a 0.32% grade. We have reviewed this culvert with the Oregon State Game Commission and agree that the floor of the culvert should be sloped preferably to the center so as to create a low flow channel for fish passage at normal flow periods.

Your favorable consideration regarding these matters will be appreciated.

Sincerely,

Edw. K. Neubauer

EDW. K. NEUBAUER
DIRECTOR OF ENGINEERING

cc: Oregon State Game Commission

12-14-65 Copies Sent to:
F. B. Klaboe
L. H. Young
Frank Hall (5)
T. C. Roake
J. E. Morelock
L. W. Rulien (2)
R. D. Asburry (2)
L. R. Chandler (4)
A. F. Parson (2)

fp

RECEIVED
Wayne L. Phipps, Baker

FOR INFORMATION
Vice-Chairman
John P. Amacher, Winchester
J. Pat Hoeke, Bend
Joseph W. Smith, Klamath Falls

SU-50x(1)

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

December 3, 1965

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. P. D. Morgan

Dear Sir:

We are replying to your letter of November 23, 1965, which requested our comments on five projects.

After reviewing the plans, we approve the following, as having no conflict with wildlife resources.

1. 7th Avenue-Willamette River Section, Eugene-Springfield Highway, Lane County.
2. Myrtle Point-Powers Junction Section, Coos Bay-Roseburg Highway, Douglas County.
3. Scoggins Road-Tualatin Valley Highway Section, FAS 630, Washington County.
4. John Day River(Stewarts)Bridge Section, John Day Highway, Grant County.

We will reply regarding the other project, North Unit, Siletz-Toledo Section, in a short time. We are concerned about the fish passage through the box culverts on Mill Creek. Some modification may be requested to provide ample depth of water in low flow periods.

Thank you for requesting our comments regarding these projects.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

RECEIVED
DEC 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

ROK:da

cc: Director OFC

12-6-65 Copies to:

| | |
|---|---|
| F. B. Klaboe | J. E. Morelock |
| L. H. Young | L. W. Rulien (2) |
| Frank Hall (4) | L. R. Chandler (2) |
| T. C. Roake | A. F. Parson (2) |

fp

FORM E-123X 50M 2-65
RECEIVED
NOV 30 1965
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KEN[illegible] WASCO
FOR FILING
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 26, 1965

Oregon Electric Railway Company
1101 N. W. Hoyt Street
Portland, Oregon 97207

ATTENTION: Mr. H. F. Moy

Re: Permit of Entry
Jenkins Road-Tualatin Valley Hwy. Section
S.W. 145th Avenue - FAS 630
Washington County
YOUR FILE: 1166

Gentlemen:

This is in reply to your letter of November 18, 1965 with respect to our employees while crossing your property to perform soil investigation work. As you are aware, no such work was done on your property.

ORS 366.365 provides, in part, as follows: "The Commission may go upon private property for the purpose of examination, inspection or survey to determine the advisability or practicability of locating and constructing a highway thereover, or the source, suitability or availability of road-building materials thereon." No damage, of course was done nor were you unnecessarily inconvenienced or disturbed in the use of this property.

We crossed your property in conformance with this law, and completed this work on November 24, 1965.

Very truly yours,

F. D. Morgan
Construction Engineer

ORIGINAL SIGNED BY
By T. W. LITCHFIELD

NOTED
TOM EDWARDS

T. W. Litchfield
Utilities Liaison Engineer

TWL:fp:bjm

cc: Tom Edwards (w/copy of letter from Oregon Electric Rwy.)
I. D. Merchant " " " "
L. W. Rulien " "

RECEIVED
NOV 29 1965
OFFICE OF
STATE HIGHWAY ENGINEER

4

FORM 1012

# SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

H. F. MOY.
SECRETARY
CHIEF ENGINEER

OFFICE OF CHIEF ENGINEER

1101 N. W HOYT STREET
PORTLAND, OREGON 97207

November 18, 1965

Routing

Morrison
Sackett
Bond
Babbe
Walker
Glenn
Swan

Peaks
Moreland
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
NOV 19 1965
CONSTRUCTION
DIVISION

Mr. T. W. Litchfield
Utilities Liaison Engineer
State Highway Department
Salem, Oregon 97310

Dear Mr. Litchfield:

I have copy of your letter of November 4, 1965, to Mr. W. P. Garrett as to the granting of a permit to the Oregon State Highway Department for right of entry on Oregon Electric Railway property in the vicinity of Beaverton, and stating that the Oregon State Highway Department cannot furnish the insurance that we have requested.

It is not clear from your letter what the terms of the State's comprehensive liability insurance are, and whether the State proposes to extend its coverage by an appropriate endorsement to the Oregon Electric Railway. Unless the insurance does grant such protection directly to the Oregon Electric Railway it adds little or nothing to the liability the State would be under in any event if damage were caused by the negligence of its employees.

The Oregon Electric Railway properly wishes to

be protected against damage or injuries caused to any person by the State's operations and this could be afforded by a railroad protective liability policy which we understand the State requires of its own contractors.

Until this matter can be worked out to our satisfaction, the Oregon Electric Railway cannot grant you permission to make use of our right of way as you proposo.

Very truly yours

H F Moy

Chief Engineer

HFM-o

cc-Mr. W. P. Garrett

FORM 1020

# SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

RIGHT OF WAY & TAX DEPARTMENT

1101 N. W. HOYT STREET
P. O. BOX 571
PORTLAND, OREGON, 97207

W. P. GARRETT
RIGHT OF WAY AND TAX AGENT

H. E. HUDSON
ASSISTANT RIGHT OF WAY AND TAX AGENT

R. E. HAMILTON
TAX AGENT

October 29, 1965
File: 1166

Routing
Boyd
Bond
Durbin
Hunter
Parker
Sherlock
Wood
Scott
Wills
Litchfield
Olson

RECEIVED
NOV 1 1965
CONSTRUCTION DIVISION

Mr. T. W. Litchfield
Utilities Liaison Engineer
Oregon State Highway Department
Salem, Oregon 97310

Dear Sir:

Having reference to your letter of October 20, 1965 addressed to Mr. H. F. Moy, Chief Engineer of the Oregon Electric Railway Company, relative to Foundation Investigation Jenkins Rd.-Tualatin Valley Hwy. Section S. W. 145th Avenue, FAS 630 Washington County.

You may consider this letter as granting your request for a permit of entry to cross Oregon Electric Railway Company right of way in order that you may make the proper foundation investigations in connection with the proposed overcrossing of the Oregon Electric as well as your proposed crossing of Beaverton Creek immediately south of Railway Company right of way.

In granting this request it is understood none of the test holes will be located on Railway Company right of way. Also that you will save the Oregon Electric Railway Company harmless from any and all liability that may arise as a result of your crossing our property during the period of your exploration work.

Yours very truly,

W. P. Garrett

Right of Way and Tax Agent

WPG/dar

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

REVISED

Page 1 of 4 Pages

Section JENKINS ROAD - TUALATIN VALLEY HIGHWAY Highway F.A.S. 630 County WASHINGTON Prefix 534-1(21)

Res. Engr. R. I. Ewen Approx. Length 1.0 Miles. Sta. _____ to Sta. _____ Date 6-17-65

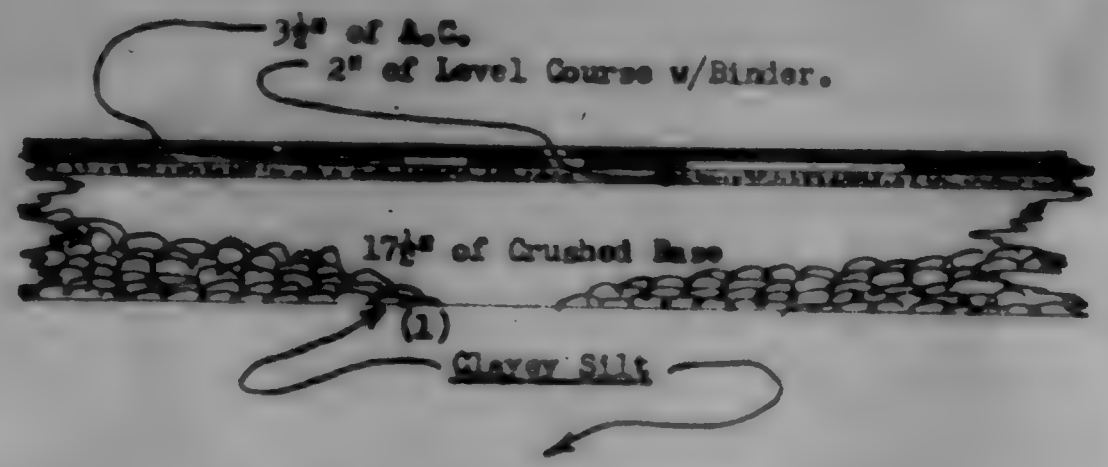
Truck A.D.T. 75 Traffic Coefficient 7.8 18 kip s.a. per day 52.8.

Annual Precipitation 44"± Frost Penetration - - - - - -.

(1)
Typical Soil
35 LL
10 PI
99 %P 10
94 %P200
1 %Gravel
0 %C Sand
5 %F Sand
72 %Silt
22 %Clay
5 "R" Value
(Corrected)

AASHO CLASSIFICATION:
A-4 (8)

MATERIAL SOURCES:
To be determined by the Engineer.




| | CBE Total Req. | Credit | Actual Thick. | |
|---|---|---|---|---|
| | | 7 | 3½ | A.C. |
| | | 2 | 2 | Level |
| | | 17½ | 17½ | Cr. Base |
| | 26½ | 26½ | 23 | |

Revision supercedes Project Base Design dated 1-9-64.

Values assigned components of the roadway structure are as follows:

1" of Asphaltic Concrete = 2" of Crushed Base
1.3" of Stone Subbase = 1" of Crushed Base

Above table should be followed if substitutions are made.

NOTED
F. B. KLABOE

Submitted by J. W. Yarbrough Staff Assistant Recommended by O. O. Stiles Engineer of Materials

Recommended by L. L. Hogan Construction Engineer Approved by F. B. Kloboe Asst. State Highway Engineer

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer
County-City (2)

RECEIVED JUN 28 1965 T.C. & S.M. Unit

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



Section JENKINS ROAD - TUALATIN VALLEY HWY Highway "OTHER ROADS" County _____ Prefix _____

Res. Engr. _____ Approx. Length _____ Miles. Sta._____ to Sta._____ Date _____

Truck A.D.T. See below Traffic Coefficient - - - - - 18 kip s.a. per day - - - - -.

Annual Precipitation - - - - - Frost Penetration - - - - -.

| (1) Typical Soil | Truck ADT | Wearing Surface | Level | Crushed Base | CBR Total Req. | Credit | Actual Thick. |
|---|---|---|---|---|---|---|---|
| LL | | | | | | | |
| PI | | | | | | | |
| %P 10 | 8 - 30 | 3" A.C. | 2" | 14" | 22 | | 19 |
| %P200 | | | | | | | |
| %Grevel | 1 - 8 | 2" A.C. | 2" | 12½" | 18½ | | 16½ |
| %C Sand | | | | | | | |
| %F Sand | Care Only | 2" A.C. | 2" | 7½" | 13½ | | 11½ |
| %Silt | | | | | | | |
| %Clay | | | | | | | |
| "R" Value (Corrected) | | | | | | | |

AASHO CLASSIFICATION:

MATERIAL SOURCES:

SECTION: JENKINS RD. - TUALATIN VALLEY

HIGHWAY: F.A.S. 630

COUNTY: WASHINGTON

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT [illegible] (Total)

B. Future ADT 9000 (Total)

C. Mean ADT 6000 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 2.5 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 1.25 x (C) 6000 = 75

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 75 x (H) 100 % = 75

TRAFFIC COEFFICIENT = K (I) $^{0.11}$
where K = 4.609

= 7.9

SECTION: JENKINS RD. - TUALATIN VALLEY

HIGHWAY: F.A.S. 630

COUNTY: WASHINGTON

PAVEMENT TYPE SELECTION

**Principal Factors Governing Selection**

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made

**Secondary Factors Governing Selection**

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Washington County indicated a preference for A.C.
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable for this type construction.

CONCLUSION AND REMARKS:

See item 12. The adjacent section (South) was constructed (in 1963) to a similar thickness as recommended for this project, and is in excellent condition.

(19-1114)  Clow Co. Lime-Surfer, Inc.  1/22
Inc., Perimeter-Expert Int.
1922  (Oct.) Lx Base and Oiling)

RECEIVED
NOV 10 1966
FOR FILING

13-1114
6822

November 10, 1966

Fireman's Fund Insurance Company
3333 California Street
San Francisco, California

Gentlemen:

Contract No. 6822 awarded to Percy K. Jellum Contractor, Inc., for stone base and oiling on the Morrow County Line-Spray Junction Section of the Heppner-Spray Highway in Wheeler County was completed on August 10, 1966, and accepted by the Highway Commission on November 9, 1966.

Final payment in the amount of $12,152.90 will be released to the contractor after November 17, 1966. The total contract amount is $234,642.17 including $2,343.86 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Percy K. Jellum Contractor, Inc.
29 S.E. Court Street
Pendleton, Oregon 97801

Ahern and Jahns, Inc.
516 North Main
Milton-Freewater, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
NOV 9 - 1966

135-1114
6822

November 9, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed August 10, 1966, on Contract No. 6822. The contract was with Percy E. Jellum, Contractor, Inc. and was for stone base and oiling on the Morrow County Line-Spray Junction Section of the Heppner-Spray Highway in Wheeler County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 9, 1966, and that you concur in this procedure at the Commission meeting on November 22.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

bg fn

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Morrow Co. Line–Spray Jct. | | WEEK ENDING: Sept. 17, 1966 |
| | | SECTION PREFIX: 135-1114 |
| HIGHWAY: Heppner–Spray | | COUNTY: Wheeler |
| NAME OF JOB: Morrow Co. Line–Spray Jct. | KIND OF WORK: Stone Base & Oiling | |
| CONTRACTOR: Percy E. Jellum Contr. Inc. | CONTRACT NUMBER: 6822 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 6, 1966 | DATE WORK STARTED: May 9, 1966 | ESTIMATED COMPLETION DATE: Complete |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: – SUPERVISION – | SPECIFIED WORK DAYS: NA | WORK DAYS USED: NA |
| | SPECIFIED CALENDAR DAYS: 70 | CALENDAR DAYS USED: 70 |
| | SPECIFIED COMPLETION DATE: NA | PERCENT OF TIME ELAPSED: 100 |
| PROJECT AUTHORIZATION: $ ~~274,556.25~~ | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ ~~255,032.25~~ | ENGINEERING AUTHORIZATION: $ ~~19,524.00~~ | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ ~~255,855.59~~ | ENGINEERING COST TO DATE: $ ~~16,280.00~~ | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 |
| ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: ~~0.3~~ % | PERCENT OF AUTHORIZATION: ~~83~~ % | DATE PROJECT WAS COMPLETED: Aug. 10, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD |
|---|---|---|---|---|---|
| NA | NA | NA | 100 | 100 | 100 |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | | 15.06 | | 15.06 | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | | 15.06 | | 15.06 | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | 42,000 T | | 11,000 CY | |
| TOTAL QUANTITIES CORRECTED TO DATE | | 33,950 T | | 10,834 CY | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | " | | " | |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

None

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | Contract Complete |
| MONDAY | | | | |
| TUESDAY | | | | |
| WEDNESDAY | | | | |
| THURSDAY | | | | |
| FRIDAY | | | | |
| SATURDAY | | | | |

RECEIVED

BEN GIFFORD

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | No Activity |
| TUESDAY | No Activity |
| WEDNESDAY | Working up Semifinal estimate. |
| THURSDAY | " " " " |
| FRIDAY | " " " " |
| SATURDAY | |

## REMARKS

Semifinal complete. Sent to Division office 9-16-66.

This will be the last weekly report.

Final clean up on Stockpile and Quarry site has not been completed.

L.C. Johnson Res. Engr.

1240 North First St.
Hermiston, Oregon

BRIDGE DIVISION
SEP 26 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

SIGNED L.C. Johnson LOCATION

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
MAY 10 1966
HIGHWAY DEPT.

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

125-1114
1171

FORREST COOPER
STATE HIGHWAY ENGINEER
N. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 10, 1966

Percy E. Jellum Contractor, Inc.
P. O. Box 272
Pendleton, Oregon 97801

Gentlemen:

The State Highway Commission on May 9, 1966, awarded to you State Highway Contract No. 6822 for the following project:

Road mix base and oiling on Morrow County Line-Spray Junction Section of Heppner-Spray Highway in Wheeler County.

This award was based on your bid of $243,050.00 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

kn

cc Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

RECEIVED
FEB 18 1966
FOR FILING
122 114
1 Case

Salem, Oregon 97310
February 17, 1966

Heppner-Spray Highway

Mr. F. D. Morgan
Construction Engineer
B U I L D I N G

I enclose your file concerning the proposals to upgrade the existing surfacing for the section between M.P. 25.90 and M.P. 40.96. Included with the transmittal is a handwritten note from Mr. Edwards describing how we should go about performing the work.

As you will note, there is approximately 5,000 cubic yards of 3/4-0 already stockpiled on the job. You should work up a contract for crushing an additional 5,000 cubic yards of 3/4-0. Of the total 10,000 cubic yards, 7,500 should be placed on the road and road mixed with SS-2. Following that an 0-9 oil mat should be constructed as a wearing surface over the entire project. Rock will have to be crushed for this oil mat.

Please work this project up for an early letting.

F. E. Klaboe
Assistant State Highway Engineer

FEK:srb

Enclosures

cc: Mr. Tom Edwards
Mr. A. F. Parson

Hopper - Spray

(1) Place 5000 cy 3/4-0 from stockpile } 7500

(2) Crush & place 2500 cy " "

(3) " & stockpile 7500 3/4-0

(4) Road mix on road 7500 sy
including furnish 55 T

(5) Crush & place 0-7 Oil mat.

Edwards advises to do all work involved with Contract forces including the road mix work.

FBK

Salem, Oregon 97310
January 28, 1966

Mr. F. D. Morgan
Construction Engineer
BUILDING

Morrow County Line-
Spray Junction Section
Heppner-Spray Highway
Wheeler County

Attention: Mr. Dan Clifford

Reference is made to your letter of January 24 concerning the surfacing treatment to be used on this project.

Mr. Edwards is making an evaluation of this matter and will advise us in the very near future.

F. B. Klaboe
Assistant State Highway Engineer

FBK:erb

cc: Mr. Tom Edwards

FORM B-90 BDN 3-66 SP*6470-784

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1966

SUBJECT: Morrow Co. L.-Spray Jct. Section
Heppner-Spray Highway
Wheeler County

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Attached is project information sent in by Division 5 as requested by Mr. Cooper.

Cursory examination reveals that no engineering and contingencies have been added to the contemplated State force work; therefore, the total estimated cost should be adjusted to $128,000.

A check should be made to see if Mr. Edwards has or will approach the Commission for project financing.

F. D. Morgan
Construction Engineer

By
Ben Gifford

Ben Gifford
Program Engineer

BG:rw

Attach.

cc: J. E. Morelock

RECEIVED
JAN 24 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Crush rock for O-9
and mat and
for the
, John Day Ton

7

FORM E-4. 6CM 5-65 SP*6470-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon 97850
January 20, 1966

SUBJECT: Heppner-Spray Highway

To:

Mr. F. D. Morgan
Construction Engineer
Salem, Oregon

We are enclosing herewith special provisions for oiling and rock production on fifteen miles of the subject highway. This project has been requested by Mr. Cooper.

We plan to process and prepare the roadbed for an O-9 oil mat which is to be placed by contract. This project was given a dust palliative last summer which did not do the job. Mr. Edwards had suggested that we use an SS-1 emulsion and make a roadmix prior to the O-9 oil mat, however, we believe that an asphaltic cutback should be used in order to cut back the asphalt that is now on the road.

We proposed to scarify and reroll the present road then place an MC-250. This would be done by State forces and is a considerable difference in cost. The use of the SS-1 emulsion roadmix is estimated to cost some $40,000 more than our MC-250.

We believe that we can do the job possibly even better with the MC-250 and would like to place it in this manner. It is suggested that before the job is written up to be let that it be discussed with Mr. Edwards and if the roadmix is decided upon, we estimated 1,225 tons of SS-1 emulsion at $40 per ton and the processing of the road-mix would run possibly another $10,000.

TO Hall
1-21-66
J. SEVEY

A. F. Parson
Division Engineer

AFP:sp

CC: Mr. E. S. Hunter

Routing: Morgan, Docker, Bond, Barbee, Walker, Glenn, Swan, Morelock, Trout, Scott, Wills, Litchfield, Olson

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JAN 21 1966
CONSTRUCTION
DIVISION

# SPECIAL PROVISIONS

## MORROW COUNTY LINE-SPRAY JUNCTION SECTION
## BINDER COURSE BY STATE FORCES
## 0-9 OIL MAT BY CONTRACT
## HEPPNER-SPRAY HIGHWAY

## WHEELER COUNTY

### Work To Be Done

The work to be done under the contract consists of the following work on the Morrow County Line-Spray Junction Section of the Heppner-Spray Highway in Wheeler County:

1. Furnishing and placing an 0.9 oil mat on 15.06 miles of highway.
2. Furnishing and placing approximately 4,500 cu. yds. of crushed material in stockpile.
3. Performance of such additional and incidental work is as called for by the specifications and plans.

The northerly end of the project is at Mile Point 25.90, which mile point is at the south end of the existing surfaced highway about 1.3 miles south of the Morrow-Wheeler Co. Line and 17 miles south of Hardman. The southerly end of the project is at Mile Point 40.96, which mile point is at the junction of the Heppner-Spray and John Day Highways, about 3 miles east of Spray. The over-all length of the project is 15.06 miles.

### Section 6 - Control of Materials

#### 6-2 Furnishing Materials and Material Sources

Prospective Source - All material required for crushing stone base and stockpile material on this project shall be obtained from the State-controlled source located on the easterly side of and 0.10 mile distant from the highway at Mile Point 23.3.

The contractor is advised that this source is located on property which is under the jurisdiction of the Umatilla National Forest and that the U.S. Forest Service will issue a permit to the State authorizing the taking of materials from said source. The contractor will be required to comply with the terms and conditions of said permit, if this site is used.

#### Class of Project

"State Project" without Federal participation.

### Section 8 - Prosecution and Progress

#### 8-1 Subletting

In the 2nd sentence of the 2nd paragraph, delete the words "by the consent of the surety and".

#### 8-7 Time for Completion of Work

The work to be done under the contract shall be completed in its entirety not later than _____.

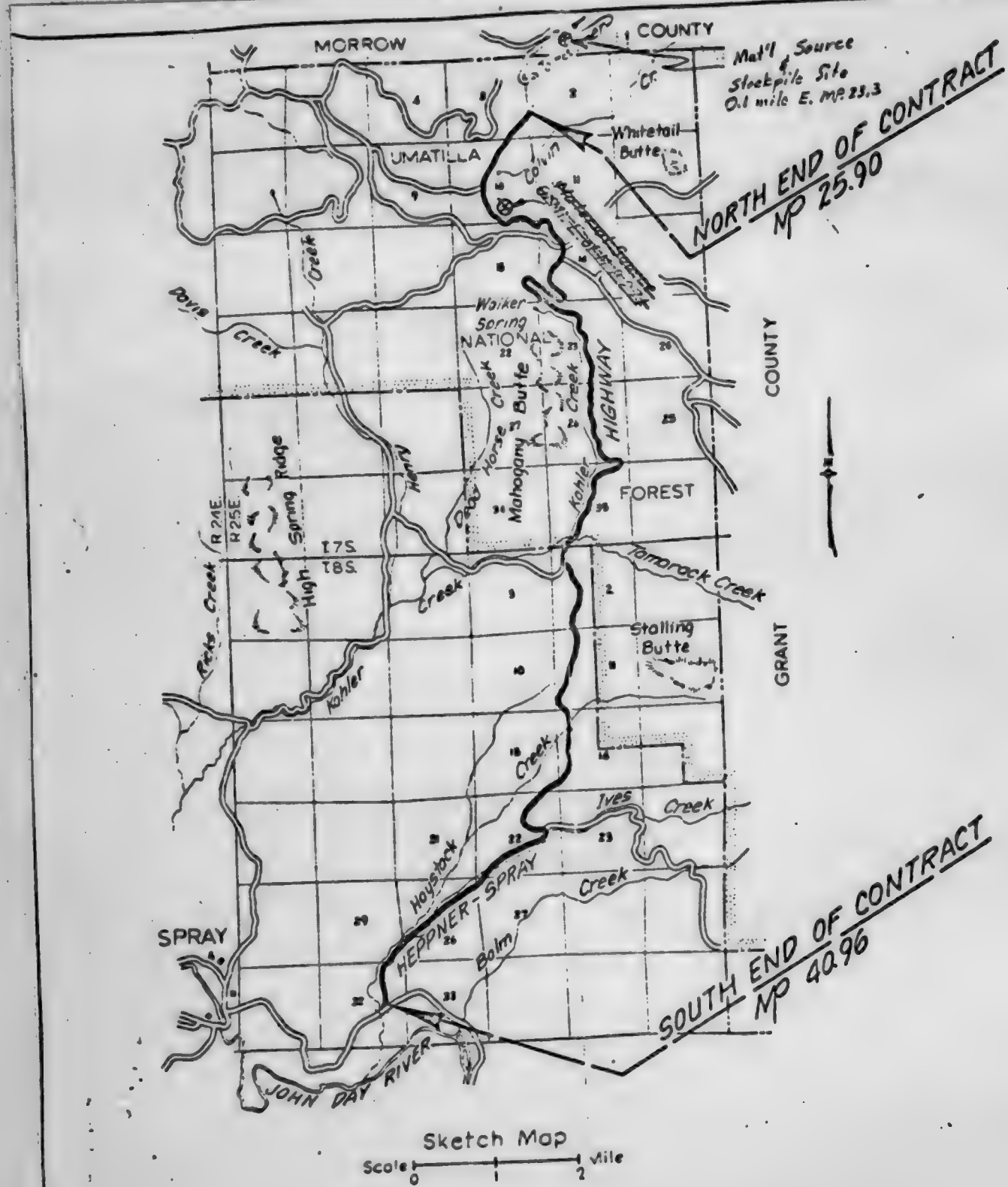
ESTIMATE OF COST

MORROW COUNTY LINE-SPRAY JUNCTION SECT.

HEPPNER-SPRAY HIGHWAY

WHEELER COUNTY

| No. | Item | Unit | Quantity | Unit Cost | Amount |
|---|---|---|---|---|---|
| 1. | 1/2"-0 Crushed material in stockpile | c.y. | 2,000 | $ 3.50 | $ 7,000 |
| 2. | 1/4"-#10 crushed mat'l in stockpile | c.y. | 2,500 | 3.50 | 8,750 |
| 3. | Furnish & place Agg. in oil mat | c.y. | 5,460 | 4.50 | 24,570 |
| 4. | 120-150 asphalt | ton | 360 | 55.00 | 19,800 |
| 5. | RS-1 Asphalt | ton | 210 | 60.00 | 12,600 |
| | | | | | $ 72,720 |
| | Flagging State Share | | | | 500.00 |
| | Engineering & contingencies 20% | | | | 14,630 |
| | Total contract amount | | | | $ 87,850 |
| | Work by State Forces: | | | | |
| 1. | Scarify and prepare roadbed | c.y. | 15,000 | 0.50 | $ 7,500 |
| 2. | Haul & Place additional base material | c.y. | 1,000 | 2.00 | 2,000 |
| 3. | MC-250 asphalt | ton | 300 | 45.00 | 13,500 |
| 4. | Place 3/4"-0 Mat'l in binder | c.y. | 1,500 | 2.00 | 3,000 |
| 5. | Flagging | all | all required | lump sum | 500 |
| 6. | 3/4"-0 material from Dist. 5-A maintenance rock inventory | c.y. | 2,500 | 2.85 | 7,125 |
| | Total State Forces | | | | $ 33,625 |
| | Total for project | | | | $121,475 |


MORROW
COUNTY
Mat'l Source & Stockpile Site 0.1 mile E. MP 23.3
Whitetail Butte
UMATILLA
NORTH END OF CONTRACT
MP 25.90
Walker Spring
NATIONAL
Mahogany Butte
HIGHWAY
COUNTY
FOREST
Tamarack Creek
Stalling Butte
GRANT
Ives Creek
HEPPNER - SPRAY
SPRAY
SOUTH END OF CONTRACT
MP 40.96
JOHN DAY RIVER
Sketch Map
Scale 0 1 2 Mile

3-1121 M.I. 24x7 slide ec., cre. 1 yr
Must buy. Trailer and
4-823 drainage.

RECEIVED
AUG 4 1967
FOR FILING

6-1121

6823

August 4, 1967

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland, Oregon

Gentlemen:

A second post-final payment for $5,184.32 will be made to Geo. A. Moore and Assoc., Inc., on Contract No. 6823 for the M. P. 249.7 Slide Correction on the Oregon Coast Highway in Coos County, as soon as the warrant is prepared.

The total amount paid on this contract will be $116,494.15, including the second post-final payment. No force account work was performed on this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc Geo. A. Moore and Assoc., Inc.
923 S. W. 17th Avenue
Portland, Oregon 97205

bc C. H. Maison
Attn: John Herr

RECEIVED
JUN 14 1967
FOR FILING

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1967

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

1561 BUILDING

SUBJECT: M.P. 249.7
Slide Correction Project
Oregon Coast Highway
Contract No. 6823
Contractor's Claims

In discussing this claim with you after sending my March 30 letter, an alternate method of arriving at an adjustment figure was suggested. I met with the contractor shortly thereafter to discuss this (refer to my April 24 memorandum). The contractor has now submitted the attached April 25 letter and list of his version of his actual job site overhead incurred on this project. We have deleted certain items from this list such as equipment repair parts, comparatively large gasoline costs, and an interest item, which are not believed to be proper overhead costs. This reduces the tentative overhead figure to $16,417.14. We have then adjusted this and compared it to the total contract amount and arrive at an unrecovered overhead cost of $2,791.36, as shown on the attached sheet.

I believe the actual overtime labor costs up to July 16 should still be allowed in addition to this. The total adjustment figure then becomes $4,417.12. This compares with the total of $4,725.44 which we recommended previously.

There is no assurance that the contractor would accept the latest figure as a complete and final settlement; in my opinion, he will. Further substantiation of some of the overhead costs listed would be necessary, either with copies of source documents or an actual audit of the items by one of our cost people visiting the contractor's office, so the exact amount could change slightly. Before doing this, I would like to discuss with you the method used here and determine if it would be acceptable to the Department.

6-13-67 copy to Bond

6-9-67

Method is acceptable. Please verify figures used and attempt to get PA for complete settlement

F.D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

JAB:sg
Attachment

F B Klaboe

NOTED
F. B. KLABOE

RECEIVED
MAY 5 1967
OFFICE OF
STATE HIGHWAY ENGINEER

M.P. 249.7 SLIDE CORRECTION PROJECT

Contract No. 6823

Chronological Statement

| | |
|---|---|
| Bids Received | April 28, 1966 |
| Contract Awarded | May 9, 1966 |
| Contract Mailed | May 19, 1966 |
| Begin Day Count | June 6, 1966 |
| No. of Calendar Days Specified | 85 |
| Work Completed | August 8, 1966 |
| No. of Calendar Days Used | 64 |
| % of Time Used | 75.29% |

---

| | |
|---|---|
| Contract Amount ..... | $140,640.00 |
| Contract Payment ..... | 110,589.33 |
| % of Bid Work Done ..... | 78.63% |

Construction Division
May 3, 1967

M.P. 249.7 SLIDE CORRECTION PROJECT

Contract No. 6823

Underrun Claim Analysis

1) Actual overhead and moving costs..... $16,417.14
(from contractor's 4-25-67 tabulation)
(reduced from $19,704.08)

Superintendent's salary for 21 days: not paid,
but normally would have been expended --

| | | |
|---|---|---|
| 3 weeks (120 hrs.) x 5.92/hr. | = | $710.40 |
| + 12.521% load | = | 88.95 |
| | | $799.35 |

| | | |
|---|---|---|
| | $16,417.14 | |
| + | 799.35 | |
| + | 112.50 | (= 3 wks. rental on Supt. pick-up) |
| | $17,328.99 = | Expected overhead for project as contracted |

% of contract amount actually paid = 78.63%

78.63 x $17,328.99 = pro-rated overhead actually earned
= $13,625.78 during contract period

| | |
|---|---|
| Actual overhead cost ..... | $16,417.14 |
| - Amount earned ..... | - 13,625.78 |
| Represents adjustment for overhead and moving costs ..... | $ 2,791.36 |

2) Overtime Payments ..... $1,626.06
(Superintendent's time not included)

From weekly Payroll Statements for period from start of construction until July 16, 1966.

TOTAL ADJUSTMENT ... $4,417.42

Construction Division
May 4, 1967

GEO. A. MOORE & ASSOCIATES, INC.
GENERAL CONSTRUCTION
923 S. W. 17th AVENUE PORTLAND, OREGON 97205
PHONE 228-0226

April 25, 1967

Oregon State Highway Department
Salem, Oregon

Attention: Mr. John Bond
Construction Department

Re: Contract No. 6823
Milepost 249.7, Coos Bay
Slide Correction

Gentlemen:

As a result of our meeting last week and supplementing correspondence, including our letter of December 14, 1966, and a letter from the Assistant Division Engineer, J. A. Boyd, dated January 4, 1967, we are submitting herewith a statement of our jobsite overhead and our office overhead for captioned project in an effort to aid your office in justifying payment for the substantial underruns in certain items and on the entire contract, as stated in our letter of December 14.

For your information, the 4.33% general overhead burden reflects that calculated for last year's business.

We are hopeful that this analysis will be helpful in justifying additional compensation to the proper authorities.

Yours very truly,

GEO. A. MOORE & ASSOCIATES, INC.

George A. Moore, President

GAM:dh
Enc.

cc: Mr. J. A. Boyd
Assistant Division Engineer

Routing
Morgan
Decker
Bond
Barboe
Walker
Clenn
Swan
Pease E
Moreleck
Trout
Scott
Wills
Litchfield
Olson

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APR 26 1967
CONSTRUCTION
DIVISION

# GEO. A. MOORE & ASSOCIATES, INC.

| | | |
|---|---|---|
| Dooly & Co. | Equipment Insurance | $ 645.00 |
| West Coast Contractors | Hauling-DW-21, 977 Landeen & D8 Cat | 303.20 |
| West Coast Contractors | Repairs to D8 Cat | ~~590.75~~ |
| Industrial Claims Service | Deduct for Accident | ~~200.00~~ |
| Johnson Truck Service | Hauling D8 Cat | 345.60 |
| Erlund Equipment Co. | Equip Part | ~~62.21~~ |
| Johnson Truck Service, Inc. | Hauling 46 A Cat | 69.35 |
| Coos Bay Supply | Hauling Backhoe | 21.00 |
| Stewart Cameron | Moving Compressor | 25.00 |
| Carr Chevrolet Co. | Pickup Repqir | ~~8.50~~ |
| Coos Bay Welders Supply | Demurrage Charge | ~~2.48~~ |
| Coos Bay Welders Supply | Oxygen and Acetylene | 15.44 |
| Coos Bay Supply | Backhoe Parts | 2.81 |
| " | Equip Parts | 67.30 |
| " | Equip Parts | 67.32 |
| " | " | 88.75 |
| " | " | ~~34.29~~ |
| " | " | 29.03 |
| " | Small Tools | ~~3.77~~ |
| " | Starter Fluid | 1.96 |
| " | Small Tools | ~~99.81~~ |
| " | Hauling Backhoe | 18.00 |
| " | Welding repair | ~~6.00~~ |
| " | Equipment parts | 28.41 |
| " | Wire | 11.05 |
| " | Bond Premium | 763.00 |
| Dooly & Co. | Equipment Insurance | 42.00 |
| " | Equipment Insurance | 38.00 |
| " | Hauling - 2U-D8 Cat | 35.00 |
| Ferguson Coos Bay | " 46A Cat | 44.80 |
| " | " D7 Cat | 32.00 |
| " | " 977 Loader | 36.00 |
| " | " D7 Cat | 52.00 |
| " | " 46A Cat | 43.92 |
| " | " 977 Loader | 36.00 |
| " | " D7 (To shop) 977 Loader | 48.00 |
| " | " 46A Cat | 44.80 |
| " | " 2U- D8 Cat | 35.00 |
| " | " D8 Cat , 46A Cat to Portland | 421.20 |
| Green Transfer | Small tool | ~~5.80~~ |
| General Tool | Hauling 46A Cat | 69.35 |
| Johnson Truck Service | Welding repair | ~~91.72~~ |
| Pape Bros. | Equip. parts | 6.33 |
| Pape Bros. | Bars Leak | ~~8.00~~ |
| " | Equip. Parts | 16.00 |
| " | " | ~~82.90~~ |
| " | Equip. Repair | ~~19.06~~ |
| " | Equip. Parts | ~~.15~~ |

3,168.22

| | | |
|---|---|---|
| Pape Bros. | Equip. Repair | 67.83 |
| " | Small Tools | .76 |
| " | Equip. Parts | 12.46 |
| " | Equip. Repair | 584.68 |
| " | Equip. Parts | 10.82 |
| " | Equip. Repairs | 66.03 |
| " | Equip. Parts | 18.35 |
| " | Equip. Parts | 39.49 |
| John Wandwall & Co. | Moving Blasting Equip. | 25.00 |
| Johnson Truck Serv. | Hauling D-8 Cat | 345.60 |
| Traffic Safety Supply | Job Signs | 108.80 |
| Welders Supply Co. | Welder Rental | 22.68 |
| Ferguson Coos Bay | Hauling D-7 Cat | 36.00 |
| " | Hauling D7 Cat, C-6 W/B | 128.00 |
| Pacific N.W. Bell | Telephone | 10.44 |
| Mobil Oil Co. | Gasoline | 7.15 |
| " | " | 21.25 |
| Pacific N.W. Bell | Telephone | 28.54 |
| Geo.A.Moore & Assoc.Inc. | Supt. Subsistence | 218.25 |
| " | " | 388.10 |
| Pacific N.W. Bell | Telephone | 25.07 |
| Mobil Oil Co. | Gasoline | 29.50 |
| Standard Oil Co. | " | 170.34 |
| Pacific N.W. Bell | Telephone | 4.18 |
| Geo.A.Moore & Assoc.Inc. | Expense for Truckers Audit | 30.00 |
| Pacific N.W. Bell | Telephone | 14.57 |
| Standard Oil Co. | Gasoline | 131.32 |
| Mobil Oil Co. | " | 13.55 |
| Pacific N.W. Bell | Telephone | 3.32 |
| G.A.Moore & Assoc. Inc. | Rental-Pickup 3 mos @ 150. | 450.00 |
| G.A.Moore & Assoc.Inc. | Rental-Construction Shack-3 mos. | 150.00 |
| G.A.Moore & Assoc.Inc. | Rental-Truck moving in Shack & Misc. Equip. | 60.00 |
| Teamsters | Moving Shack In and Out | 150.59 |
| Standard Oil Co. | Gasoline | 16.06 |
| " | Oil & Grease | 102.21 |
| " | Oil | 20.19 |
| " | " | 17.50 |
| " | " | 71.50 |
| Dooly & Co. | All Risk Insurance | 221.18 |
| " | Public Liability Insurance, Third Party Insur. | 279.09 |
| Geo.A.Moore & Assoc. | Supt. Salary & Fringes | 5,760.99 |
| Geo.A.Moore & Assoc. | Office Overhead @ 4.33% | 4,788.52 |
| | SUB-TOTAL | 19,367.97 |
| Geo.A.Moore & Assoc. | Interest $7,752.50 @ 6-1/2% - 8 mos. | 336.11 |
| | TOTAL | $ 19,704.08 |

on what? 4.33% of 110,589.37 = 4,788.52

Total Pay on contr. = 111,309.83 , x 4.33% = 4,819.72

16 412.14

reduce claimant?

FORM E-30 60M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1967

SUBJECT: M.P. 249.7
Slide Correction Project
Oregon Coast Highway
Contract No. 6823
Contractor's Claims

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

Herewith copies of pertinent data from our file concerning a claim from George A. Moore and Associates which has been narrowed down to two items which underran some 50 per cent.

My March 27 letter summarizes the circumstances and the basis on which we are recommending a settlement. This has been approved by the Construction Engineer, and we request your concurrence.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:sg
Attachments

Routing
Morgan
Docker
Bond
Barbee
Walker
Glenn
Swan
Scott
Wills
Litchfield
Olson

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1967
CONSTRUCTION
DIVISION

RECEIVED
MAR 30 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 27, 1967

To: Mr. F.D. Morgan
Construction Engineer

OFFICE

SUBJECT: M.P. 249.7
Slide Correction Project
Oregon Coast Highway
Contract No. 6823
Contractor's Claims

George A. Moore and Associates, Inc., contractor on the subject project, made claim under date of December 14, 1966 in the amount of $7,359.49 as additional compensation arising from substantial underruns on two of the bid items, embankment foundation excavation and embankment in place. These items made up 27.5% of the original contract amount. Quantities involved are as follows:

| | Contract Amount | Actual Quantity | Underrun Percentage |
|---|---|---|---|
| Embankment Foundation Excavation | 28,400 c.y. | 14,872 c.y. | 47.63% |
| Embankment in Place | 51,700 c.y. | 23,876.5 c.y. | 53.82% |

(The contractor has tentatively dropped a separate claim for $3,458.98 on the P.A. #1 rip rap rock which was not related to the above quantity changes.)

The project time control was on a calendar day basis and the day count started June 3, 1966. 85 days were allowed. The project was actually complete August 8, 1966, with 64 days elapsed or approximately 75% of the allowable time.

The contractor has developed his claim on the basis of equipment rental for dozers and a loader, and overtime labor payments--all of which would alledgedly not have been required to complete the project within the allowable time for the actual quantities.

The contractor gave proper timely notice of his claim in writing July 18, 1966.

Two meetings have been held with the contractor at the Division level, and I had one telephone conversation with the superintendent.

I believe some adjustment in the contractor's compensation is due in accordance with Article 9-5 in that there has been a substantial decrease in quantity that changed the contractor's unit costs. I recommend that the rental on one dozer for the life of the project be allowed. The contractor had this equipment leased and has submitted evidence of his actual rental cost. I do not recommend allowance for rental of the track loader. This equipment was used primarily on other contract items and I am not convinced that there was a need to have two loaders on the project at the same time. The fact that both loaders were on the job for two weeks or so does not seem to be clearly and directly related to the quantity underruns or job schedule. It seems likely that they found the rubber-tired loader was the more efficient machine to use and would have discontinued using the track machine anyway.

It is reasonable that the contractor scheduled overtime on the basis of the original contract quantities. However, I question whether the superintendent's overtime should be included in an adjustment. A superintendent's duties are so varied that some of his activities, such as making out office records, arranging repair of equipment, scheduling labor and equipment, etc., would likely require overtime as a normal occurence. I have checked through the contractor's payrolls and compiled a new amount for just the premium cost, exclusive of the superintendent and exclusive of the straight time amounts.

I therefore recommend additional compensation be made as follows:

| | | |
|---|---|---|
| Dozer rental and move costs | -- | $3,429.00 |
| Extra for overtime | -- | $2,262.44 |
| Credit for superintendent's salary for completing job 21 days early | | - $ 966.00 |
| TOTAL | | $4,725.44 |

If this amount were aportioned 50% to each of the underrun items, their prices would be adjusted as follows:

| | Paid | Adjustment Per C.Y. |
|---|---|---|
| Embankment Foundation Excavation | $.40c.y. | + $.1589 |
| Embankment in Place | $.55 c.y. | + $.099 |

In you concur in the above, I suggest it be discussed with Mr. Klaboe and his tentative approval secured on this basis before we advise the field to seek such a compromise settlement. This is a State project.

APPROVED

C ...ion Engineer

John A. Bond
Staff Assistant

JAB:sg

1111

PHONE: 228-0226

GEO. A. MOORE & ASSOCIATES, INC.
GENERAL CONSTRUCTION
923 S. W. SEVENTEENTH AVENUE
PORTLAND, OREGON 97205

December 14, 1966

Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Attention: Mr. John A. Boyd
Asst. Division Engineer

Re: Contract No. 6823, Milepost 249.7
Coos Bay Slide Correction

Dear Sir:

In accordance with our letters of June 30 and July 18, 1966, and supplementing a conference held in Roseburg in late September, we are submitting our claim for additional remuneration as a result of our protesting Price Agreement No. 1 and as a result of the under-runs in Items 002 and 003 of the bid schedule.

Our reasons for protesting Price Agreement No. 1 on the basis of propriety and equity are as follows:

With the amount of time for exploration and research during the design and study period on a project in comparison to the amount of time between the advertisement and bid letting, we believe that the Contractor has a right to assume that specified material, or material that can be approved as equal without price adjustment, is available within reasonable distances of the site; or, if such not be the case, that the specifications should flag the condition to the attention of the bidders so that necessary extra effort can be expended to research the material available or to provide for the additional cost of the hauling in the bid.

Further, if 135-lb. per cubic foot rock is suitable to fulfill the requirements, as it apparently was, why was 150-lb. per cubic foot rock specified since it was unavailable at a practical distance from the job site? The cost of material being the constant and the distance from the job being the variable, it cost us no less to provide 135-lb. per cubic foot rock than it would have to provide 150-lb. per cubic foot rock had it been available, and therefore we are penalized inequitably by a price reduction of 20 cents per cubic yard. We, therefore, request your consideration of an additional payment of 17,294.90 yards @ 20 cents, or $3,458.98.

Our reasons for requesting an increase to our contract for the under-runs of Item 002, Embankment Foundation Excavation, Unclassified, and Item 003, Embankment in Place, is that we paid additional costs in overtime premium and equipment rentals in accordance with a job plan based upon the estimated quantities.

Assign
Reply

Exhibit No. 1, attached, is a tabulation by payroll week of the differences between straight time and overtime wages paid. The amounts can be verified by auditing the certified payrolls which we have transmitted previously to your office. Premium time with the appropriate overhead burden amounts to $2,727.28.

Exhibits 2a, b, c, and d, attached, are the bare equipment rentals, plus moving charges for equipment which would have been necessary to complete the contract in accordance with the completion schedule had we moved the estimated quantities of material, rather than the actual, but which became superfluous due to the under-runs. In aggregate these amount to $5,598.21.

Finally, as a result of the under-runs in quantities, we completed the job 21 days ahead of the scheduled completion date, and we therefore offer you as an offset to the above claim a credit of 21 days of superintendent's time @ $46.00 per day, or $966.00.

In summary for these two claims, we request your consideration to increasing our contract in the amount of $10,818.47, recapitulated as follows:

| | |
|---|---|
| Claim No. 1 - Rock | $ 3,458.98 |
| Claim No. 2 - Overtime Premium | 2,727.28 |
| Equipment Rental | 5,598.21 |
| | $ 11,784.47 |
| Less Superintendent's Time | 966.00 |
| | $ 10,818.47 |

We are hopeful you will forward this letter to the office of the Highway Engineer in Salem with your favorable endorsement for processing payment.

Very truly yours,

George A. Moore, President

GAM:lg
Enclosures
cc: Resident Engineer, Bandon

GE A. MOORE & ASSOCIATES, INC.

Attachment

December 14, 1966

Exhibit No. 1 - Overtime Premium

| W/E | Amount |
|---|---|
| 5/14/66 | $ 71.11 |
| 5/21/66 | 122.41 |
| 5/28/66 | 197.75 |
| 6/6/66 | 107.57 |
| 6/14/66 | 157.43 |
| 6/18/66 | 308.55 |
| 6/25/66 | 292.35 |
| 7/2/66 | 249.50 |
| 7/9/66 | 286.35 |
| 7/16/66 | 449.26 |
| 7/23/66 | 83.77 |
| 7/30/66 | 48.87 |
| 8/6/66 | 48.87 |
| | $ 2,423.79 |
| FICA | 101.80 |
| Ore. Unemployment | 65.44 |
| Fed. Unemploy. | 9.70 |
| Workmns. Compensation | 106.65 |
| Comp. Liability | 9.79 |
| Third Party | 10.11 |
| Total | $ 2,727.28 |

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APR 24 1967

SP*28857-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

6-11-1

6823

Salem, Oregon
April 24, 1967

To: MEMO TO THE FILES

SUBJECT: M.P. 249.7 Coast Highway
Slide Correction Project
Contract No. 6823
Claim Discussion

I met April 21 with Mr. George A. Moore and his superintendent, Mr. Bob Bellamy, in the Construction Engineer's office for further discussion of the method to be used to derive an adjustment of additional compensation on this project.

As the claim was presented and considered so far, the amount is based on actual rental cost for specific pieces of equipment and labor overtime cost. Two flaws in this procedure have been pointed out:

First, that the so-called excess dozer was, in fact, actually employed on the contract part of the time and payment of all the rental on it would, in effect, be paying twice for the time that it was producing on the project.

Second, is that by finishing the project early, all the equipment was released and presumably available to be employed elsewhere.

NOTED
F.B. KLABOE

At this meeting, the possibility of deriving an adjustment from the contractor's total moving or mobilization cost and fixed overhead costs during the life of the project pro-rated against the overall project underrun was discussed. Possibly the labor overtime could legitimately be added to this. Mr. Moore was not sure whether his project records would permit this procedure without a considerable amount of work on his part. He is to review his records accordingly.

In lieu of doing this, the possibility of deleting from the third dozer rental the time that it actually worked on the project was also discussed. This, of course, would tend to reduce the amount of the adjustment.

Mr. Moore indicated that, after reviewing his records, he may wish to call Mr. Klaboe and discuss this matter a little further.

JAB:sg
cc: F.B. Klaboe
L.R. Chandler

Attention: J.B.Boyd

John A. Bond
Staff Assistant

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APR 25 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FOR FILING
C-1121

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1966

SUBJECT: Contractor's Claim
Slide Correction - MP 249.7
Oregon Coast Highway
Contract No. 6823
Prefix 6-1121

To: Mr. L.R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

ATTENTION: Mr. J.B. Boyd

We have considered your December 20 letter, and have reviewed our files and the general files with the weekly reports on this project. The contractor seeks $10,818.47 additional compensation.
Geo. A. Moore & Associates,

1) We agree that there is no legitimate basis on which to re-negotiate Price Agreement No. 1, which reduced the rip rap weight requirement from the specified 150 lbs. down to 135 lbs. per cubic foot, with a 20¢ per yard reduction in price accordingly. This is well covered in your September 26 memo.

The data which you developed concerning other sources refutes the contractor's statement that the specified material was unavailable. The contractor's argument could be applied to the penalties we assess for low AC compaction or non-specification asphalt whereby the product is used but with a reduction in compensation. One could say that using the lighter weight rip rap merely reduced our factor of safety. There are probably many instances where materials other than those we specify would be suitable, but it is not the contractor's role to make this choice. This is why we have specifications and a contract.

2) The 47.6 per cent underrun in embankment foundation excavation and the 53.8 per cent underrun in embankment in place quantities, with a 21.4 per cent overall underrun in the contract amount could be basis for some adjustment in the contractor's compensation under Article 9-5. One would expect some change in the unit costs of the work, particularly on a smaller job with only a few bid items such as this one, because of the influence of moving costs, mobilization, supervision, and so forth. Unfortunately, the contractor has used some rather bizarre methods to derive his claim on this item. To include the $2,169.21 overhaul cost

on a loader seems completely out of line. Presumably, the contractor wound up with a loader in better condition than at the start of the job, and we understand that this equipment was used primarily for loading the rip rap material which underran only 6.5 per cent.

The function of the D-7 dozer and C-6 dozer on the project is not clear from the weekly reports. They indicate, as does your chart, (probably prepared from the same source) that the D-7 was used only the week of May 27. Apparently, the C-6 dozer was never mentioned on the weekly reports, assuming the two D-8's are correctly identified. If this equipment was available but not used for some seven weeks prior to the July 16 date on which the two bid item overruns were acknowledged (with 45 per cent of the project completed at that time), it would seem the contractor just had more equipment on the job than was necessary from the beginning. At this point, we find no reason for adjustment due to equipment costs.

The contractor has presented more credible, but still inadequate, data on his labor costs. It is reasonable to believe that some overtime was worked in the first half of the project in an effort to meet a schedule based on the contract quantities. Some further clarification for the amounts shown--particularly June 18, June 25, July 2, July 9, and July 16--is needed before any adjustment could include them. The contractor does not state what work was involved in this overtime. I think we would have to have workmen's names, their working titles, and the hours of regular and over time paid on these dates (a force account type of record), and a description of the work being accomplished in relation to the overall job progress before we can consider this any further.

I believe the claim, as presented up to now, has to be denied.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:sg

cc: F.B. Klaboe

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SEP 19 1966
FOR FILING

6-1121
6823

September 19, 1966

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment for $720.50 will be made to George A. Moore and Associates, Inc., on Contract No. 6823 for slide correction at M. P. 249.7 on the Oregon Coast Highway in Coos County, as soon as the warrant is prepared.

The total amount paid on this contract will be $11,309.83 including the post-final payment. No force account work was performed on this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc George A. Moore and Associates, Inc.
923 S. W. 17th Avenue
Portland, Oregon 97205

C. H. Maison
Attn: John Herr

RECEIVED
SEP 19 1966
FOR FILING
6-1121
6823

September 15, 1966

General Insurance Company of America
Portland Service Office
209 S.W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6823 awarded to George A. Moore and Associates, Inc., for slide correction at M. P. 249.7 on the Oregon Coast Highway in Coos County was completed on August 8, 1966, and accepted by the Highway Commission on September 13, 1966.

Final payment in the amount of $7,032 will be released to the contractor after September 22, 1966. The total contract amount is $110,589.33 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Mead, Assistant Secretary

ge

cc: George A. Moore and Associates, Inc.
923 S. W. 17th Avenue
Portland, Oregon 97205

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
SEP 14 1966
FOR FILING

| |
|---|
| 6-1121 |
| |
| 6423 |

September 13, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed August 8, 1966, on Contract No. 6423. The contract was with George A. Moore and Associates, Inc. and was for slide correction on the M. P. 249.7 Slide Section on the Oregon Coast Highway in Coos County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 13, 1966, and that you concur in this procedure at the Commission meeting on October 6.

It is assumed that if you have no objections to this action and you do not advise us to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: M. P. 249.7 Slide | | WEEK ENDING: August 19, 1966 |
| | | SECTION PREFIX: 6-1121 |
| HIGHWAY: Oregon Coast | | COUNTY: Coos |
| NAME OF JOB: Davis Slough Slide M.P. 249.7 | KIND OF WORK: Slide Correction | |
| CONTRACTOR: George A. Moore and Associates, Inc. | CONTRACT NUMBER: 6823 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: May 11, 1966 | ESTIMATED COMPLETION DATE: August 8, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 85 | CALENDAR DAYS USED 65 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 76.5 |
| PROJECT AUTHORIZATION: $ 159,345.00 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ 148,013.80 | ENGINEERING AUTHORIZATION $ 11,331.20 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 73 |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 110,589.33 | ENGINEERING COST TO DATE $ 4,000.00 | DATE PROJECT WAS COMPLETED: August 8, 1966 |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN 25 % | PERCENT OF AUTHORIZATION 35 % | |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | | Emb. in Place 100 | Emb.Fnd.Exc. 100 | | Loose Riprap 100 | Sand Blanket 100 |
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
| MILES IN PROJECT | | | | | | | |
| MILES PARTIALLY COMPLETED | | | | | | | |
| MILES COMPLETED | | | | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | 51,700 | 28,400 | | 18,500 | 6,100 |
| TOTAL QUANTITIES CORRECTED TO DATE | | | 23,876 | 14,872 | | 17,295 | 6,456 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | 23,876 | 14,872 | | 17,295 | 6,456 |
| AVERAGE DAILY QUANTITIES | | | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | |
| HOURS PER SHIFT | | | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | | | | |
| TUESDAY | | | | |
| WEDNESDAY | | | | |
| THURSDAY | | | | |
| FRIDAY | | | | |
| SATURDAY | | | | |

RECEIVED

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | Contractor removed last [illegible] piece of equipment as of this date. |
| FRIDAY | |
| SATURDAY | |

## REMARKS

SIGNED J. E. Holland, Res. Eng. LOCATION Bandon, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

FORM E-151

RECEIVED
MAY 10 1966

COMMISSIONERS
CLYDE L. JACKSON, CHAIRMAN
MEDFORD
KENNETH W. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6-1121

1111

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 10, 1966

George A. Moore and Associates, Inc.
923 S. W. 17th Avenue
Portland, Oregon 97205

Gentlemen:

The State Highway Commission on May 9, 1966, awarded to you State Highway Contract No. 6823 for the following project:

Grading and drainage on M. P. 249.7
Slide Section of Oregon Coast Highway
in Coos County.

This award was based on your bid of $140,640.00 which was submitted to the Commission on April 28 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

c-1122 Irrig-Water Dr. Sec., Iowa 700
Fay-Tuseburg Drs. (Intermit-
#6824 tent grading and paving)

RECEIVED
MAR 1 - 1967

6-1122
6824

March 1, 1967

General Insurance Company of America
Portland Service Office
209 S.W. 4th Avenue
Portland, Oregon 97204

Gentlemen:

Contract No. 6824 awarded to Morse Bros., Inc., for paving the Bridge-Slater Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties was completed on September 2, 1966, and accepted by the Highway Commission on February 28, 1967.

Final payment in the amount of $16,857.33 will be released to the contractor after March 8, 1967. The total contract amount is $350,857.75 including $3,866.04 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Morse Bros., Inc.
P.O. Box 7
Lebanon, Oregon 97355

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
MAR 1 - 1967
FOR FILING

6-1122

6824

February 28, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed September 2, 1966 on Contract No. 6824. The contract was with Morse Bros., Inc., and was for paving on the Bridge-Slater Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 28, 1967 and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

bc Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg ja

RECEIVED
DEC 14 1966
FOR FILING

6-11-2
6824

November 25, 1966

Morse Bros., Inc.
P.O. Box 7
Lebanon, Oregon 97355

No. 6

Gentlemen:

The State Highway Commission at its meeting on November 22, 1966 considered your request for an extension of time on Contract No. 6824 on the Bridge-Slater Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

After considering the recommendation of the Engineer and other available information, the Commission granted your request for an increase in the number of calendar days from 85 to 92.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc L. R. Chandler
John Hagedorn
L. H. Young
F. D. Morgan
C. H. Maison

RECEIVED
NOV 1 - 1966
FOR FILING

6-1122
6824

November 1, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 6
November 22, 1966 meeting

Gentlemen:

Morse Brothers, Inc., contractor on the Bridge-Kloster Creek Section of the Coos Bay-Roseburg Highway in Coos County, Contract No. 6824, requests an increase in the number of calendar days from 85 to 92. The contractor's request is based on increases in contract bid quantities.

The equipment rental grading quantities exceeded the original contract by 17 percent. The paving items exceeded the contract by seven percent. On a time-money basis, these justify an extension of six calendar days. A delay in submitting the contract to the contractor for signature justifies an addition of two calendar days. Additional work not anticipated at the time the contract was let involved blade patching of existing surface irregularities ahead of the paving.

The contract was completed September 2, 1966, at which time 92 calendar days had been used. Based on the overruns in contract items, the delay in mailing the contract forms, and the unanticipated work, I recommend that the limiting number of calendar days be increased to 92. This will eliminate all liquidated damages. This is a State project.

This matter will be on the agenda for your consideration at the November 22 meeting.

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. N. Young
C. H. Maison
L. R. Chandler

Very truly yours,

Forrest Cooper
State Highway Engineer

DES/JPB:sg;fp bg

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6624 Contractor Morse Bros., Inc.

Highway Coos Bay-Roseburg

Section Bridge-Slater Cr.

Kind of Work Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be[redacted] GRANTED. The reasons for such recommendation are as follows:

**The overrun in contract items, the delay in mailing the contract forms, and the unanticipated work.**

Recommended for Approval:

Jay B Boyd
Division Engineer

John G. Bond
Construction Engineer or Bridge Engineer

B Kaboe
Assistant State Highway Engineer

Contract No. 6624

Project designation State (State-Federal)

Date awarded May 9, 1966

Work started June 23, 1966

Per cent completed 100, Sept. 2, '66 (Date)

No. of Workdays Allowed 85 Calendar

No. of Workdays Used 92 *

No. of Added Workdays Requested 7

E—210 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date 9/30, 19 66

Gentlemen:

We, the undersigned, respectfully request an increase in the number of calendar days from 83 days to 98 days, within which to complete our Contract No. [redacted], without the assessment of liquidated damages. The said contract is described as follows:

Bridge-Slater Creek Paving

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Due to the increase in quantities, (25% on the preparation items and 6% on paving items) we hereby request the additional time for completion.

Respectfully submitted,

HOBBS BROS., INC.
Contractor

By E. N. Hobbs

---

## CONSENT OF SURETY

Date October 4, 19 66

We, GENERAL INSURANCE COMPANY OF AMERICA

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby Attorney-in-fact

(SEAL)

Roland N. King Resident Agent

FORM E-30 50M 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 25, 1966

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Extension of Time
Bridge-Slater Creek Section
Coos Bay - Roseburg Highway
Contract No. 6824

Attached is a request from Morse Brothers, Inc., contractor on the subject contract, for an increase in the number of calendar days from 85 to 92 without the assessment of liquidated damages. The contractor's request is based on increases in quantities of contract bid items.

The grading portion of this contract was performed on equipment rental basis. The grading work exceeded the contract amount by 17.1 per cent. The contract paving items exceeded the contract amount by 6.8 per cent. The total contract items overran the authorization by $23,745.64, or 7.3 per cent. On a strict time-money basis, this overrun would justify an extension of six (6) calendar days.

Bids on this project were received on April 28, 1966. A contract was awarded May 9 and the contract forms were mailed to the contractor on May 20. This is 22 days and according to the General Special Provisions, dated January 19, 1966, this delay justifies an extension of two (2) calendar days. The above two reasons would justify the extension requested.

Because of surfacing irregularities in the existing pavement, considerable blade patching with A.C. was required. This was work which was not anticipated when the contract was advertised, and there was no specific reference to it in the Special Provisions. Usually, the estimated patching tonnage is set forth by a special provision. This work required some 15 work days to perform. It was done concurrently with some other contract work, but does justify some extension. The rock shoulders had to be hand sloped in the late stages of the contract. This work had not been anticipated, and was done under hourly bid items concurrently with some other work during 11 work days.

The specified number of calendar days on this project was 85. The contract was completed September 2, 1966, at which time 92 calendar days had been used. This represents $700 in liquidated damages. Based on the overrun in contract items, the A.C. patching work added to the contract, and the delay in mailing the contract forms, we recommend that the number of calendar days be increased to 92. This will eliminate all liquidated damages.

This is a State project. A rough draft letter to the Highway Commission is attached.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB/DES:sg
Attachment

cc: L.H. Young

RECEIVED
OCT 27 1966
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6824 Contractor Morse Bros., Inc.

Highway Coos Bay-Roseburg

Section Bridge-Slater Cr.

Kind of Work Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED**. The reasons for such recommendation are as follows:

The overrun in contract items, the delay in mailing the contract forms, and the unanticipated work.

Recommended for Approval:

Jay B Boyd
Division Engineer

John A. Bond
for Construction Engineer or Bridge Engineer

J B Stabler
Assistant State Highway Engineer

Contract No. 6824

Project designation State (State-Federal)

Date awarded May 9, 1966

Work started June 23, 1966

Per cent completed 100, Sept. 2, '66 (Date)

No. of Workdays Allowed 85 Calendar

No. of Workdays Used 92 "

No. of Added Workdays Requested 7

B—220 (Rev.)—SM—10-57

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

Date 9/30, 19 66

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar days from 85 days to 92 days, within which to complete our Contract No. 6824, without the assessment of liquidated damages. The said contract is described as follows:

Bridge-Slater Creek Paving

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Due to the increase in quantities, (25% on the preparation items and 6% on paving items) we hereby request the additional time for completion.

Respectfully submitted,

MORSE BROS., INC.
Contractor

By F. N. Morse

---

## CONSENT OF SURETY

Date October 4, 19 66

We, GENERAL INSURANCE COMPANY OF AMERICA

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James F. Darby
James F. Darby Attorney-in-fact

(SEAL)

Roland N. King
Roland N. King Resident Agent

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Bridge - Slater Creek | | WEEK ENDING: September 9, 1966 |
| | | SECTION PREFIX: 6-1122 |
| HIGHWAY: Coos Bay - Roseburg | | COUNTY: Coos and Douglas |
| NAME OF JOB: Bridge - Slater Creek | KIND OF WORK: Paving | |
| CONTRACTOR: Morse Bros., Inc. | CONTRACT NUMBER: 6824 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: June 23, 1966 | ESTIMATED COMPLETION DATE: August 26, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK<br>MEN. SUPERVISION | SPECIFIED WORK DAYS<br>SPECIFIED CALENDAR DAYS 85 | WORK DAYS USED<br>CALENDAR DAYS USED 92 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 108% |
| PROJECT AUTHORIZATION: $ 369,000.00 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100% |
| EXCLUSIVE OF ENGINEERING: $ 342,760.00 | ENGINEERING AUTHORIZATION $ 26,240.00 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 350,200.42 | ENGINEERING COST TO DATE $ 17,200.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100% |
| ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 0.43% | PERCENT OF AUTHORIZATION 66 % | DATE PROJECT WAS COMPLETED: September 2, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L PROD | | |
|---|---|---|---|---|---|---|---|
| None | None | 100% | 100% | 100% | None | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 4.9 | 4.9 | | | 11.7 |
| MILES PARTIALLY COMPLETED | 4.9 | 4.9 | | | 11.7 |
| MILES COMPLETED | 4.9 | 4.9 | | | 11.7 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | Not Applicable | | | | 34,000 ton |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | 35,595 ton |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | 35,595 ton |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY 5 | Fair | | | |
| TUESDAY 6 | Fair | | | |
| WEDNESDAY 7 | Fair | | | |
| THURSDAY 8 | Fair | | | |
| FRIDAY 9 | Fair | | | |
| SATURDAY | | | | |

Routing: E

Watson, Skinner, Bond, Barbee, Walker, Olson, Swan, Jones, Wm's, Litchfield, Olson

RECEIVED
SEP 1 , 1966

CC

BEN GIFFORD

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY 5 | Holiday |
| TUESDAY 6 | No work this week. |
| WEDNESDAY 7 | |
| THURSDAY 8 | |
| FRIDAY 9 | |
| SATURDAY | |

## REMARKS

The project was completed friday, September 2, 1966.
Semi-final estimate submitted September 9, 1966.

SIGNED J. R. Langdon LOCATION Roseburg

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

FORM E-123

RECEIVED
MAY 10 1966
STATE HIGHWAY DEPT.

GLENN D. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. VRADENBURG, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

**STATE OF OREGON**
**STATE HIGHWAY DEPARTMENT**
**SALEM 97310**

**May 10, 1966**

**Morse Bros., Inc.**
**East Grant Street**
**Lebanon, Oregon**

**Gentlemen:**

The State Highway Commission on **May 9, 1966,** awarded to you State Highway Contract No. **6824** for the following project:

**Intermittent grading and paving on the Bridge-Slater Creek Section of Coos Bay-Roseburg Highway in Coos County.**

This award was based on your bid of **$324,000** which was submitted to the Commission on **April 28** for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

**Sm**
cc **Frank Morgan**
**L. H. Young**
**C. D. Mathis (SIAC)**

17-1114 Dave Associates, Inc., Los Angeles, Calif.
Redwood Print. Process
#6625 Printing)

RECEIVED
FEB 27 1967

| |
|---|
| 11-1104 |
| |
| 6825 |

February 27, 1967

United Pacific Insurance Company
P.O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A post-final payment for $269.38 will be made to M.C. Lininger and Sons, Inc., on Contract No. 6825 for grading and paving the Cave Junction-O'Brien Section of the Redwood Highway in Josephine County, as soon as the warrant is prepared.

The total amount paid on this contract will be $190,477.77 including the post-final payment. Of the total $4,127.35 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc M.C. Lininger & Sons, Inc.
P.O. Box 1145
Medford, Oregon 97501

C.H. Maison
Attn: John Herr

RECEIVED
JAN 17 1967
FOR FILING
17-1114
6825

January 17, 1967

United Pacific Insurance Company
Fidelity & Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6825 awarded to M. C. Lininger & Sons, Inc., for grading and paving on the Cave Junction-O'Brien Section of the Redwood Highway in Josephine County was completed on October 28, 1966, and accepted by the Highway Commission on January 16, 1967.

Final payment in the amount of $6,834.79 will be released to the contractor after January 24, 1967. The total contract amount is $190,208.39 including $4,127.35 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc M. C. Lininger & Sons, Inc.
P.O. Box 1145
Medford, Oregon 97501

bc L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
JAN 17 1967
FOR FILING

17-1114

1-1-25

January 16, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed October 28, 1966, on Contract No. 6825. The contract was with M. C. Lininger and Sons, Inc. and was for grading and paving on the Cave Junction-O'Brien Section of the Redwood Highway in Josephine County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 16, 1967, and that you concur in this procedure at the Commission meeting on January 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

DEC 14 1966

FOR FILING

17-1114

6825

#9

November 25, 1966

M. C. Lininger & Sons, Inc.
P.O. Box 1145
Medford, Oregon 97501

Gentlemen:

The State Highway Commission at its meeting on November 22 considered your request for an extension of time on Contract No. 6825 on the Cave Junction-O'Brien Section of the Redwood Highway in Josephine County.

After considering the recommendation of the Engineer and other available information, the Commission increased the calendar days from 85 to 125.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc L.H. Chandler
G. Roberts
L.H. Young
F.D. Morgan
C.H. Nelson

RECEIVED
NOV 16 1966
FOR FILING

17-1114
6815

November 15, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 9
November 22, 1966 meeting

Gentlemen:

M. C. Lininger and Sons, Inc., contractor on the Cave Junction-O'Brien Section of the Redwood Highway in Josephine County, Contract No. 6325, requests an increase in the specified number of calendar days from 85 to 123.

This project was extended 1.81 miles by Commission action dated July 14, 1966. The additional work was covered by a price agreement and an extension of 15 calendar days for this work is justified. The contractor agreed to move excess materials to a State stockpile site by price agreement. He had to move equipment back onto the project following completion of the original contract work, and 23 calendar days are justified for this work. There was a 22-day delay between the date bids were received and the contract forms were mailed to the contractor. This delay justifies an additional two calendar days. These three reasons justify an increase of 40 calendar days.

I recommend that the calendar days be increased from 85 to 125. This will reduce the liquidated damages from $6,300 to $2,300.

This matter will be on the agenda for your consideration at the November 22 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:sg bg

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6825 Contractor H.C. Linsinger and Sons, Inc.

Highway Redwood

Section Cave Junction - O'Brien

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be [redacted] GRANTED. The reasons for such recommendation are as follows:

Work added to the contract by price agreements to cover extended project length and moving excess materials to State stockpile, plus delay in mailing contract justifies an increase of 40 calendar days.

Recommended for Approval:

John B. Boyd
Division Engineer

For L. L. Ford
Construction Engineer or Bridge Engineer

T. K. Klobe
Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6825 |
| Project designation | State (State-Federal) |
| Date awarded | May 9, 1966 |
| Work started | May 16, 1966 |
| Per cent completed | 100% October 28, 1966 (Date) |
| No. of Calendar Workdays Allowed | 85 |
| No. of Calendar Workdays Used | 148 |
| No. of Added Calendar Workdays Requested | 40 |

EP*6206-734

E-320 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date 1 November, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar days from 85 days to 123 days, within which to complete our Contract No. 6825, without the assessment of liquidated damages. The said contract is described as follows: Grading & Paving, Cave Jct.-O'Brien Sect., Redwood Hwy. Josephine County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Price Agreement #1 increased over all length of project by 24.4 per cent. We ask fifteen (15) days increase in time for this. Price Agreement #2 necessitated our moving back in after the basic contract was completed. Twenty-three (23) days were required to stockpile the rock.
We request a total of Thirty-eight (38) calendar days for the reasons above.

Respectfully submitted,

M. C. LININGER & SONS, INC.
Contractor

By L. B. Miller
R. B. Miller, Gen. Mgr.

---

## CONSENT OF SURETY

Date November 2, 1966

We, UNITED PACIFIC INSURANCE COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
Edw. I. Broz
Edw. I. Broz, Attorney-in-fact

Countersigned by
HANSEN & ROWLAND, INC. OF OREGON (SEAL)
Heavy Engineering
Portland, Oregon

Resident Agent

By Ethel Wold
Resident Agents For Oregon

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6825 Contractor McC. Lininger and Sons, Inc.

Highway Redwood

Section Cave Junction - O'Brien

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

Work added to the contract by price agreements to cover extended project length and moving excess materials to State stockpile, plus delay in mailing contract justifies an increase of 40 calendar days.

Recommended for Approval:

Jay B. Boyd
Division Engineer

Calvin A. Bond
for Construction Engineer or Bridge Engineer

D. B. Klaboe
Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6825 |
| Project designation | State (State-Federal) |
| Date awarded | May 9, 1966 |
| Work started | May 16, 1966 |
| Per cent completed | 100% October 28, 1966 (Date) |
| No. of ~~Workdays~~ Calendar Days Allowed | 85 |
| No. of ~~Workdays~~ Calendar Days Used | 148 |
| No. of Added ~~Workdays~~ Calendar Days Requested | 40 |

SP-6826-724

E-320 (Rev.)—6M—9-64

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date 1 November, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar days from 85 days to 123 days, within which to complete our Contract No. 6825, without the assessment of liquidated damages. The said contract is described as follows: Grading & Paving, Cave Jct.-O'Brien Sect., Redwood Hwy. Josephine County

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Price Agreement #1 increased over all length of project by 21.4 per cent. We ask fifteen (15) days increase in time for this. Price Agreement #3 necessitated our moving back in after the basic contract was completed. Twenty-three (23) days were required to stockpile the rock.
We request a total of Thirty-eight (38) calendar days for the reasons above.

Respectfully submitted,

M. C. LEININGER & SONS, INC.
Contractor

By R. B. Miller, Gen. Mgr.

## CONSENT OF SURETY

Date November 2, 19 66

We, UNITED PACIFIC INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
Attorney-in-fact

Countersigned by
HANSEN & ROWLAND, INC. OF OREGON
Portland, Oregon

Edw. I. Brun,
Resident Agent

By Ethel Wolf
Resident Agents For Oregon

(SEAL)

FORM E-20 80M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 14, 1966

SUBJECT: Extension of Time
Cave Junction-O'Brien Section
Redwood Highway
Contract No. 6825

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

Attached is a request from M.C. Lininger and Sons, Inc., contractor on the subject contract, for an increase in the number of calendar days from 85 to 123. The contractor's request is based on work added to the contract by price agreements.

Price Agreement No. 1 was negotiated to cover paving intermittent sections of the highway which were not included in the original contract. The original contract covered a net length of 4.53 miles and an overall length of 6.30 miles. The additional paving extended the net length of the contract 1.81 miles. As a part of the price agreement, the contractor requested 15 days additional time to perform the work. The additional length of paving represents an increase of 40 per cent over the original length and an extension of 15 calendar days is justified. This was one of the project extensions approved by the Highway Commission July 14, 1966.

Price Agreement No. 2 covered the purchase and stock pile of excess crushed materials. The contractor agreed to move the materials to a State stock pile site, and we agreed to recommend additional time necessary. The contractor completed all of the original contract work and the work under Price Agreement No. 1 on October 5, 1966. He then had to move equipment back onto the project to move the excess materials. He completed this work on October 28. All of the time between October 5 and October 28, 23 calendar days, is a justifiable reason for a like extension.

Bids for this project were received on April 28, 1966. The contract was awarded May 9, but the contract forms were not mailed to the contractor until May 20, 1966. This is 22 days delay, and according to the 1964 Standard Specifications, justifies an extension of 2 calendar days.

The project specifications allowed 85 calendar days for completion of work on this project. The project was completed October 28, 1966, at which time 148 calendar days had been used. Based on the additional work added to the contract by price agreements and the delay in mailing the contract, we recommend that the calendar days be increased by 40. This will reduce the penalty days from 63 to 23, leaving $2,300 in liquidated damages. There was a definite delay on the contractor's part between the date he finished his equipment rental work and the date he commenced paving. This delay very closely approximates the 23 days for which liquidated damages will still be assessed.

This is a State project. A rough draft of a letter to the Highway Commission is attached.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB/DES:sg
Attachment

cc: L.H. Young

RECEIVED
NOV 14 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Cave Jct. - O'Brien | | WEEK ENDING: October 29, 1966 |
| | | SECTION PREFIX: 17-1114 |
| HIGHWAY: Redwood | | COUNTY: Josephine |
| NAME OF JOB: Cave Jct. - O'Brien | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: M.C. Lininger & Sons, Inc. | CONTRACT NUMBER: 6825 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: May 16, 1966 | ESTIMATED COMPLETION DATE: October 28, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 2 SUPERVISION: | SPECIFIED WORK DAYS: - - | WORK DAYS USED: - - |
| | SPECIFIED CALENDAR DAYS: 100 | CALENDAR DAYS USED: 148 |
| | SPECIFIED COMPLETION DATE: - - - | PERCENT OF TIME ELAPSED: 148 |
| PROJECT AUTHORIZATION: $ 220,415.62 | ENGINEERING AUTHORIZATION: $ 14,735.12 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100% |
| EXCLUSIVE OF ENGINEERING: $ 205,680.50 | ENGINEERING COST TO DATE: $ 14,172.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100% |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 205,680.50 | | DATE PROJECT WAS COMPLETED: October 28, 1966 |
| ESTIMATED PERCENT OVERRUN / UNDERRUN: None % | PERCENT OF AUTHORIZATION: 96% | |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | ~~ROADWORK~~ PAVE | MAT'L PROD ~~100%~~ |
|---|---|---|---|---|---|
| | 100% | 100% | 100% | 100% | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 6.34 | 6.34 | | | 6.34 |
| MILES PARTIALLY COMPLETED | None | None | | | None |
| MILES COMPLETED | 6.34 | 6.34 | | | 6.34 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 7,900 | 6,600 | | | 11,900 |
| TOTAL QUANTITIES CORRECTED TO DATE | 3,600 | 6,675 | | | 14,533 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 3,600 | 6,675 | | | 14,533 |
| AVERAGE DAILY QUANTITIES | None | None | | | None |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK: Bulldozer -1,

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY 23 | Fair | | | |
| MONDAY 24 | Fair | | | |
| TUESDAY 25 | Fair | | | |
| WEDNESDAY 26 | Fair | | | |
| THURSDAY 27 | Fair | | | |
| FRIDAY 28 | Fair | | | |
| SATURDAY 29 | | | | |

Routing
Morgan — Pease
Decker — Moreluck
Bond — Trout
Barbee — Scott
Walker — Wills
Litchfield
Olson
Bell — FORD

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OCT 2 1966
CONSTRUCTION
DIVISION

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | |
| MONDAY | No work on stockpiles today. Tractor broke down. |
| TUESDAY | Working on stockpiles |
| WEDNESDAY | Working on stockpiles |
| THURSDAY | Working on stockpiles |
| FRIDAY | Complete stockpiles |
| SATURDAY | |

**REMARKS**

Contractor worked all week except Monday on stockpiles. Completed shaping piles Friday.

SIGNED Glenn E. Roberts LOCATION Grants Pass, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

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JUL 27 1966
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17-1114

6825

Salem, Oregon
July 26, 1966

Increase in Project Authorization

G. E. Roberts
Resident Highway Engineer
P. O. Box 306
Grants Pass, Oregon 97526

This is to advise you that at its meeting of July 14, 1966 the Highway Commission approved an increase of $45,000.00 in project authorization on Contract No. 6825, Cave Junction - O'Brien Section of the Redwood Highway in Josephine County.

The new authorization for construction is $220,415.62. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

LHY:cl

cc: L. R. Chandler

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JUL 28 1966

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12-1114

6825

FORM S-30 REV 10-65 SP°23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1966

SUBJECT: Overrun of Project Authorization
Cave Junction-O'Brien Section
Redwood Highway
Contract No. 6825

To:
Mr. F. B. Klaboe
Ass't. State Highway Engineer
B U I L D I N G

Attached is a report on an expected overrun of the project authorization on the subject contract. This project for grading and paving is under contract to M. C. Lininger and Sons, Inc. of Medford. The original project authorization was $175,415.62. The present anticipated cost is $205,042.80 indicating an overrun of $29,627.18 or 16.9%. The reason for this overrun is caused by the addition of surfacing and paving work to the original contract. All of this additional work is to be done at the original contract bid price.

The Highway Commission approved an increase in the project authorization amounting to $45,000 for this additional work at their July 14 meeting. This request fulfills the requirements relating to our own accounting proceedures.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

NOTED

DES:nh

Attachment

cc: L. H. Young

approved by Klaboe 1-27-66

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JUL
OFFICE OF
STATE HIGHWAY ENGINEER

Form No. E-373—10M—7-58

17-1114

OREGON STATE HIGHWAY DEPARTMENT

# Report on Expected Over-run of Project Authorization

Project Name Cave Jct.-O'Brien Date July 20, 19 66

Highway Redwood Contract No. 6823

County Josephine Kind of Work Grading & Paving Contractor H.C. Lininger & Sons, Inc.

Contract Amount $ 153,285.00

| Expected over-runs and under-runs in contract items: | | Quantity | Unit Price | Amount |
|---|---|---|---|---|
| Major items, itemized: | | | | |
| Item # 5 | 3/4"-0" Material in Base | 75 Cu Yd | $3.00 | $ 225.00 |
| 7 | RS-1 Asphalt in Tack Coat | 3 Tons | 75.00 | 225.00 |
| 8 | Class "B" Asphaltic Concrete | 2,950 Tons | 9.20 | 27,140.00 |
| 16 | Extra for A.C. Concrete Aprn. | 10 Each | 35.00 | 350.00 |
| 17 | Guide Posts, Type W-2 way | 36 Each | 9.00 | 324.00 |

Minor items, unitemized algebraic total $ 28,264.00

Subtotal $ 181,509.00

Approved work orders (Price, extra work and state force orders) $ 3,025.00

| Expected over-runs and under-runs in work orders: | | Amount |
|---|---|---|
| Major items, itemized: | None | |

APPROVED BY
STATE HIGHWAY COMMISSION
DATE 7-14-66

Minor items, unitemized algebraic total

Subtotal $ 184,534.00

Authorization for engineering $ 12,474.00

Expected over-run [redacted] of engineering authorization 8% of 28,264.00 $ 2,261.12

Costs not included above (explain) None $ - - - -

Allowance for future contingencies (4 1/2 % of work remaining) (128,304.00) $ 5,773.68

Credits to come from transfers and deductions None $ - - - -

Present estimate of project cost $ 205,042.80

Brief Statement of principal causes of over-run:

Over-run caused by the addition of two new work areas totaling 1.81 miles.
All work to be done at bid prices.

**INSTRUCTIONS**

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization . . . . | $ 175,415.62 |
| Present estimate of project cost | $ 205,042.80 |
| Expected over-run (Amount) | $ 29,627.18 |
| Expected over-run (per cent) | 16.9 % |

Space to right of this line is for use of Salem office.

Submitted by: Glenn E. Roberts Resident Engineer

Confirmed by: Carl McMillan Division Engineer

Noted by: John A. Beck Construction or Bridge Engineer

Noted by: [signature] Deputy or Assistant State Highway Engineer

State Printing 86710

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEN

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MAY 10 1966

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
May 10, 1966

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

M. C. Lininger and Sons, Inc.
P. O. Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission on May 9, 1966, awarded to you State Highway Contract No. 6825 for the following project:

**Grading and paving the Cave Junction-O'Brien Section of Redwood Highway in Josephine County.**

This award was based on your bid of $153,245.00 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

120-1133 Veneta-Elsner Co. Sec., 1/00
Carleton-Laurene Inv.
#6826

RR 635

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NOV 29 1966

120-1132
6826

November 29, 1966

St. Paul Fire & Marine Insurance Company
1500 N.E. Irving Street
Portland, Oregon 97232

Gentlemen:

Contract No. 6826 awarded to McKenzie Road and Driveway Company for grading and paving the Vaneta-Fisher Road Section of the Depleton-Eugene Highway in Lane County was completed on September 20, 1966, and accepted by the Highway Commission on November 28, 1966.

Final payment in the amount of $7,591.45 will be released to the contractor after December 6, 1966. The total contract amount is $259,280.82 including $4,679.31 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc McKenzie Road & Driveway Co.
3600 County Farm Road
Eugene, Oregon 97401

Strump & McKinley Agency
360 11th Avenue East
Eugene, Oregon
L.H. Young
C.H. Maison
Attn: John Herr

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NOV 29 1966
FOR FILING

120-1133

6826

November 28, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed September 20, 1966, on Contract No. 6826. The contract was with McKenzie Road & Driveway Company and was for grading and paving on the Veneta-Fisher Road section of the Mapleton-Eugene Highway in Lane County.

As the contractor has completed all work according to specifications, we recommend that you accept the project effective November 28 and that you concur in this procedure at the Commission meeting on December 19.

It is assumed that if you have no objections to this action and you do not advise us to the contrary, we may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg fn

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Veneta-Fisher Road | WEEK ENDING: Sept. 30, 1966 | |
| | SECTION PREFIX: 1201133 | |
| HIGHWAY: Mapleton - Eugene | COUNTY: Lane | |
| NAME OF JOB: Veneta- Fisher Road | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: McKenzie Road and Driveway | CONTRACT NUMBER: 6826 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 9, 1966 | DATE WORK STARTED: May 25, 1966 | ESTIMATED COMPLETION DATE: Sept. 20, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK<br>MEN: SUPERVISION | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 130 | CALENDAR DAYS USED 110 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 85% |
| PROJECT AUTHORIZATION: $ 289,672.56 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100% |
| EXCLUSIVE OF ENGINEERING: $ 268,759.21 | ENGINEERING AUTHORIZATION $ 20,913.35 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 259,312.76 | ENGINEERING COST TO DATE $ 20,100.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 97% |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN ____% | PERCENT OF AUTHORIZATION 96% | DATE PROJECT WAS COMPLETED: Sept. 20, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| 100% | 100% | 100% | 100% | 100% | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 5.66 | 5.66 | | | 5.66 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 5.66 | 5.66 | | | 5.66 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 34,400 | 32,000 | | | 19,500 |
| TOTAL QUANTITIES CORRECTED TO DATE | 34,940 | 33,583 | | | 23,690 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 34,940 | 33,583 | | | 23,690 |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | | | | |
| TUESDAY | | | | Project Completed Sept. 20, 1966 |
| WEDNESDAY | | | | |
| THURSDAY | | | | |
| FRIDAY | | | | |
| SATURDAY | | | | |

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

- Semi-final estimate sent in Sept. 30, 1966

Final report

OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
RECEIVED
OCT 7 - 1966
AM PM
12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12

SIGNED C. K. Ansell Miller LOCATION Eugene

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
JUL 27 1966

120 1132

6826

Salem, Oregon
July 26, 1966

Increase in Project Authorization

C. K. Arnell
Resident Highway Engineer
1841 Garden Avenue
Eugene, Oregon 97403

This is to advise you that at its meeting of July 14, 1966, the Highway Commission approved an increase of $25,000.00 in project authorization on Contract No. 6826, Veneta-Fisher Road Section of the Mapleton-Eugene Highway in Lane County.

The new authorization for construction is $289,672.56. This amount should be used in all future reports for this project.

L. H. Young
Office Engineer

HER:ak
cc: L. R. Chandler

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JUL 28 1966

FOR FILING 120-1133

FORM E-30 3ON 10-65 SP*23401-734

6826

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1966

SUBJECT: Overrun of Project Authorization
Veneta-Fisher Road Section
Mapleton-Eugene Highway
Contract No. 6826

To:
Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

Attached is a report on an expected overrun of the project authorization on the subject contract. This project for grading and paving is under contract to McKenzie Road and Driveway of Eugene. The original project authorization was $264,672.56. The present anticipated cost is $287,841.90 indicating an overrun of $23,169.34 or 8.8%. The reason for this overrun is due to the addition of grading, surfacing and paving work to the original contract.

The Highway Commission approved an increase in the project authorization amounting to $25,000 for this additional work at their July 14 meeting. This request fulfills the requirements relating to our accounting proceedures.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

NOTED
F. B. KLABOE

DES:nh

Attachment

cc: L. H. Young

approved by Klaboe 7-27-66

Form No. E-275—10M—7-58

120-1133

OREGON STATE HIGHWAY DEPARTMENT

# Report on Expected Over-run of Project Authorization

Project Name Veneta - Fisher Road  Date July 21, 19 66

Highway Napleton - Eugene  Contract No. 6826

County Lane  Kind of Work Grade and Pave  Contractor McKenzie Rd. & Drwy.

Contract Amount $ 230,824.30

| Expected over-runs and under-runs in contract items: | Quantity | Unit Price | Amount |
|---|---|---|---|
| Major items, itemized: | | | |
| P.A. #1 2. Gen. Exc., Unclass. | 2,610 | 0.66 | $ 1,722.90 |
| 5. Subbase | 3,300 | 2.26 | 7,458.00 |
| 6. 3/4-0 in Base | 520 | 2.75 | 1,430.00 |
| 8. Class B AC | 1,420 | 5.42 | 7,696.40 |
| 9. Class C AC | 890 | 5.55 | 4,939.90 |

Minor items, unitemized algebraic total ..... + 1,367.65

Subtotal ..... $ 24,614.05

Approved work orders (Price, extra work and state force orders) ..... $ 4,960.00

| Expected over-runs and under-runs in work orders: | | Amount |
|---|---|---|
| Major items, itemized: | | |
| EWO #4 Adjust Culvert Pipe | APPROVED BY STATE HIGHWAY COMMISSION DATE 7-14-66 | - $ 220.00 |

Minor items, unitemized algebraic total .....

Subtotal ..... $ -220.00

Authorization for engineering ..... $ 18,821.16

Expected over-run or under-run of engineering authorization 8½% of 24,614.05 ..... $ 2,092.19

Costs not included above (explain) ..... $ 0

Allowance for future contingencies (4½ % of work remaining) 150,000 ..... $ 6,750.00

Credits to come from transfers and deductions ..... $ 0

Present estimate of project cost ..... $ 287,841.90

Brief Statement of principal causes of over-run:

Extend boundaries of project 0.6 mile East (PA #1)

**INSTRUCTIONS**

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | | |
|---|---|---|
| Project authorization . . . . | $ 264,672.56 | Space to right of this line is for use of Salem office. |
| Present estimate of project cost | $ 287,841.90 | |
| Expected over-run (Amount) | $ 23,169.34 | |
| Expected over-run (per cent) | 8.8% | |

Submitted by: [signature] Resident Engineer  Noted by: John L. Bond for [signature] Construction or Bridge Engineer

Confirmed by: [signature] ASSISTANT Division Engineer  Noted by: [signature] Deputy or Assistant State Highway Engineer

State Printing 60719

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JUL 13 1966
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120-113.3
6716

July 12, 1966

Mr. Marvo Hunt
Executive Assistant
Executive Department
State Capitol Building
Salem, Oregon

Dear Mr. Hunt:

Attached is a suggested reply for the Governor's consideration in answer to the July 8 telegram from Archie Root of Veneta. He alleges potentially hazardous road conditions on the Eugene-Eugene Highway between Veneta and Eugene.

A preliminary report from the field indicated that Mr. Root is concerned that several bridges on the section are too narrow. The section is being resurfaced under a present contract but no changes in the bridge widths are contemplated. Mr. L. R. Chandler, Division Engineer, or one of his assistants will contact Mr. Root and go over the matter on the ground with him. This will be accomplished in the next day or two.

The Department has been concentrating on widening narrow bridges over all of the state; however, we have been concerned with bridges 17, 18, and 19 feet in width and not with 26-foot wide structures which is the case here.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Attachment
RLPtmm bg
cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
L. R. Chandler (att.)

Class of Service

This is a fast message unless its deferred character is indicated by the proper symbol.

# WESTERN UNION TELEGRAM

W. P. MARSHALL, CHAIRMAN OF THE BOARD

W. H. MARSHALL, PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA067

(131)

PR EUA042 PD=TDEU VENETA ORG 8 952A PDT=
GOVERNOR MARK HATFIELD=
SALEM ORG=

1966 JUL 8 AM 10 55

BECAUSE OF THE POTENTIALLY EXTREME HAZARDOUS ROAD CONDITION OF HIGHWAY 126 AS IT IS NOW BEING WIDENED FROM EUGENE TO VENETA WE RESPECTFULLY REQUEST AN AUDIENCE WITH THE PROPER AUTHORITIES AT YOUR EARLIEST CONVENIENCE IN THIS AREA=

ARCHIE ROOT PRESIDENT WEST LANE CHAMBER OF COMMERCE BOX 339 VENETA OREGON 933 1882=

WU1201 (12-65) THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAY 10 1966
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WARCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 10, 1966

McKenzie Road & Driveway Company
P. O. Box 347
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 9, 1966, awarded to you State Highway Contract No. 6826 for the following project:

Grading and paving the Veneta-Fisher Road Section of Mapleton-Eugene Highway in Lane County.

This award was based on your bid of $230,824.50 which was submitted to the Commission on April 28, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc

cc Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

135-1113 Girds Cr. [illegible].-Girds Creek 1956
Sec., ervice r.-[illegible]itchell
#5827 Hwy. (Grading and oiling)

RECEIVED
NOV 29 1966

135-1113
6827

November 29, 1966

Federal Insurance Company
417 Norton Building
Seattle 4, Washington

Gentlemen:

Contract No. 6827 awarded to P.R.J. Corporation for grading and oiling on the Girds Creek Road-Girds Creek Section of the Service Creek-Mitchell Highway in Wheeler County was completed on September 9, 1966, and accepted by the Highway Commission on November 28, 1966.

Final payment in the amount of $5,565.09 will be released to the contractor after December 6, 1966. The total contract amount is $115,060.51 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc P.R.J. Corporation
685 Wallace Way, S.E.
Salem, Oregon 97302

Victor S. Risley Company
804 Board of Trade Building
Portland, Oregon

L.H. Young
C.H. Maison

Attn: John Herr

RECEIVED
NOV 29 1966
FOR FILING

135-111-2
6827

November 28, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed September 9, 1966, on Contract No. 6827. The contract was with P.R.J. Corporation and was for grading and oiling on the Girds Creek Road-Girds Creek Section of the Service Creek-Mitchell Highway in Wheeler County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 28 and that you concur in this procedure at the Commission meeting on December 19.

It is assumed that if you have no objections to this action and you do not advise us to the contrary, we may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
J. F. Putnam

bg fn

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Girds Creek Road - Girds Creek | | WEEK ENDING: Oct. 15, 1966 |
| | | SECTION PREFIX: 135-1113 |
| HIGHWAY: Service Creek - Mitchell | | COUNTY: Wheeler |
| NAME OF JOB: Girds Creek Road - Girds Creek | KIND OF WORK: Grading and Oiling | |
| CONTRACTOR: P. R. J. Corporation | CONTRACT NUMBER: 6827 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 11, 1966 | DATE WORK STARTED: May 17, 1966 | ESTIMATED COMPLETION DATE: Complete |
| AVERAGE FORCE ON PROJECT FOR THE WEEK. MEN: SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 130 | CALENDAR DAYS USED 99 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED 76 |
| PROJECT AUTHORIZATION $ 122,691.37 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100 |
| EXCLUSIVE OF ENGINEERING: $ 113,966.65 | ENGINEERING AUTHORIZATION $ 8,724.72 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 115,060 | ENGINEERING COST TO DATE $ 7,100 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 99 |
| ESTIMATED PERCENT ~~OVERRUN~~ 1 % | PERCENT OF AUTHORIZATION 81 % | DATE PROJECT WAS COMPLETED: Sept. 9, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | | | |
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
| MILES IN PROJECT | | | 3.11 | 3.11 | | 3.11 | |
| MILES PARTIALLY COMPLETED | | | | | | | |
| MILES COMPLETED | | | 3.11 | 3.11 | | 3.11 | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | $57,772 | 18000CY 3800CY | | 2000CY 244T | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | 64,680 | 16700 3150 | | 1910 244 | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | 64,680 | 16700 3150 | | 1910 244 | |
| AVERAGE DAILY QUANTITIES | | | c | o m p l e | t e | d | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | |
| HOURS PER SHIFT | | | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | - - - | | | |
| MONDAY | | | | |
| TUESDAY | | | | |
| WEDNESDAY | | | | |
| THURSDAY | | | | |
| FRIDAY | | | | |
| SATURDAY | | | | |

Routing
RECEIVED
OCT 17 1966
CONSTRUCTION DIVISION
BEN GIFFORD

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

Semifinal Estimate submitted to Division Office 10-11-66.

Final Report.

SIGNED R. H. Clark LOCATION Bend

R. H. Clark, Res. Eng'r.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

BP-F21B

RECEIVED
JUN 27 1966
FOR FILING

135-1113
6827

3P

May 11, 1966

P R J Corporation
685 Waleema Way, S.E.
Salem, Oregon 97302

Bid Open 28

Gentlemen:

The State Highway Commission on May 9 accepted your proposal for grading and oiling on the Girds Creek Road-Girds Creek Section of the Service Creek-Mitchell Highway in Wheeler County for the sum of $109,039 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6827.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm
cc Pacific Builder & Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Ore.

Frank Morgan
L H Young
C D Matthis (SIAC)

LSF-22(1) Corvallis Sec., Corvallis- 1966
Newport Nwy. [illegible Mgt.]
#6828

RECEIVED
NOV 27 1968
FOR FILING

# OREGON STATE HIGHWAY DEPARTMENT

6 F - 22(1)

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

6828

November 27, 1968

Mr. Don Clark
Aetna Life and Casualty
Casualty and Surety Division
1201 S. W. 12th Avenue
Portland, Oregon 97222

Re: Oosterwyk Nurseries, Inc.

Dear Mr. Clark:

Pursuant to your telephone request of November 26, we are enclosing copies of final and post final estimates in connection with State Highway Contract 6828.

Also enclosed is a statement regarding release of liquidated damages in the amount of $14,100.00 on the subject contract.

Very truly yours,

ORIGINAL SIGNED BY
C. H. MAISON

C. H. Maison
Controller

CHM:bg
Enclosures

cc: Floyd Query
John Bond

NOTED
FLOYD QUERY

RECEIVED
OCT 16 1968

UNITED STATES GOVERNMENT

# Memorandum

LSF-22(1)
6428

TO : Mr. Forrest Cooper, State Highway Engineer
Portland, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project LSF-22(1)
Corvallis Section
Newport - Corvallis Highway
Contract Time Extension

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: October 11, 1968

In reply refer to: 08-35-DB

Reference is made to Mr. Klaboe's letter of October 10, 1968 requesting our concurrence in a contract time extension on subject project. A claim for additional time had previously been denied by your Construction Division. However, after a hearing before the State Highway Department's Claims Review Board, a decision was made to grant a time extension totaling 141 days.

The original contract time was exceeded by 238 days due primarily to the contractor's refusal to accomplish certain minor items of work deemed necessary prior to issuance of a winter shutdown order. This resulted in charging of contract time during the winter season when conditions were such that project work could not be accomplished.

We feel the decision to continue contract time during the winter season was proper, but may be difficult to defend in a court case. Moreover, the work in dispute was ultimately accomplished without detrimental effect to the completed project.

Based on the above, plus the fact that a time extension of 141 days will settle all disputes under the contract, we will concur in the extension requested. The extension of 141 days still leaves a 97-day overrun in contract time which will result in liquidated damages in the amount of $9700.

10-16-68

REFERRED TO

By Asst. State Hwy. Engr.

RECEIVED
OCT 15 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 11 1968
FOR FILING

LSF-22(1)

6829

October 10, 1968

The Aetna Casualty and Surety Co.
Bond Department
1201 S. W. 14th
Portland, Oregon 97205

Gentlemen:

A post-final payment for $14,100 will be made to you as surety on Contract No. 6828 awarded to Oosterwyk Nurseries, Inc., for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County as soon as the warrant is prepared.

The total amount paid on this contract will be $104,185.18 including the post-final payment. Of the total $186.64 is for force account work.

Very truly yours,

Floyd Omery, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc Oosterwyk Nurseries, Inc.
% G. Robert Brain
902 Norton Building
Seattle, Washington 98101

Oosterwyk Nurseries, Inc.
% Paul J. Zeman
1413 IBM Building
Seattle, Washington 98101

Robert B. Clarke
321 Yeon Building
Portland, Oregon 97204
C. H. Maison
Attn: John Herr

RECEIVED
OCT 11 1968

FOR FILING
LSF-22(1)
6828

October 10, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Request for Time Extension, Corvallis Section
(Roadside Improvement), Contract No. 6828
Project No. LSF-22(1)

Oosterwyk Nurseries, Inc., contractor on this project, made two requests for time extension which were considered in the past by this Department and declined on the basis of the reasons offered. After the second refusal of his extension request, the contractor then pursued the recovery of these liquidated damages as a claim (there is reference to this in your Area Engineer's final report on the project). The contractor appeared before our Claims Review Board on August 26, 1968, at which time the history and progress of the project were reviewed at some length.

The contract required completion in 200 calendar days which expired December 19, 1966. The completion date of record is September 29, 1967, which, after allowing for an ordered shutdown period from August 11, 1967, to September 26, 1967, resulted in 238 days liquidated damages amounting to $23,800. This is a comparatively large sum of liquidated damages.

It was brought out that a winter shutdown order would have been issued by our Department if the contractor had done certain minor work in December of 1966. This work was not performed at that time but it was ultimately performed and the deficiencies corrected before acceptance of the project. Nevertheless, the contract progress was effectively stopped by the winter conditions and, in fact, the contractor would not have been allowed to perform most of the remaining work even had he chosen to try because it would not have been good horticultural practice. We believe as a matter of equity we could not

on the one hand prevent the contractor from performing and then on the other hand penalize him for such nonperformance. In effect, that was the situation here from December 8, 1966, until April 1, 1967, or an interval of 113 calendar days.

A second interval of time from July 14, 1967, until August 11, 1967, or some 28 days, should also be excluded from the contract time accumulation. During this period, there was no activity on the project as the contractor was of the belief that the work had been satisfactorily completed but the final inspection of the project had not been made. At the final inspection on August 11, certain corrective or uncompleted items were pointed out to the contractor and these were accomplished when suitable weather arrived.

The two intervals described above amount to 141 days total representing $14,100 in liquidated damages. This leaves 97 days and $9,700 in liquidated damages remaining which adequately penalizes the contractor for his delay in starting the work and any shortcomings in the progress of the work. All claims on this project have been resolved on the above basis and a complete and final release obtained from the contractor. Accordingly, we believe it proper to grant a 141-day time extension and request your concurrence.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
C. H. Maison
F. D. Morgan
L. H. Young
R. D. Asburry

JAB:fw srb

RECEIVED
NOV 13 1968
FOR FILING
ASF-22(4)
6128

October 2, 1968

Oosterwyk Nurseries, Inc.
c/o G. Robert Brain
902 Norton Building
Seattle, Washington 98101

Gentlemen:

The State Highway Commission at its meeting on October 1 considered your request for an extension of time on Contract No. 6628 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Commission approved a 113-day time extension, without assessment of liquidated damages, during unsuitable weather from December 8, 1966, to April 1, 1967.

The Commission also approved an extension of 28 days, without assessment of liquidated damages, from July 14, 1967, until August 11, 1967, when weather was not suitable for replanting work. A total of 141 days were granted leaving 97 days on which liquidated damages are to be assessed.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
cc Oosterwyk Nurseries, Inc.
c/o Paul J. Zeman
1413 IBM Building
Seattle, Washington 98161
R. D. Asburry
L. L. MacIntyre
L. H. Young
F. D. Morgan
C. H. Maison

COMMISSIONERS
GLENN E. JACKSON, CHAIRMAN
MEDFORD
FRED W. HILL, MEMBER
PENDLETON
THADDEUS B. BRUNO, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 4, 1968

Mr. G. Robert Brain
Merges, Brain and Hilyer
902 Norton Building
Seattle, Washington 98102

RE: Corvallis Section (Landscaping)
Contract No. 6828

Dear Mr. Brain:

The Claims Review Board has completed their review of your request for the return of time liquidated damages on this project, which was the subject of your August 26 meeting with the Board. It is the Board's decision in order to avoid potential litigation to sanction a contract time extension in the amount of 141 days as a full compromise settlement and a complete and final release from all claims on this project. This amount of time was derived from two intervals, consisting of 113 days for the period from December 8, 1966 to April 1, 1967, plus the interval from July 14, 1967 until August 11, 1967.

If you are agreeable to a settlement of this matter on the above basis, please so indicate on the copy of this letter and return it to me.

Very truly yours,

John A. Bond, Secretary
Claims Review Board

DATE: _____

The above proposed settlement of the contractor's claim under Contract No. 6828 is hereby accepted as a complete settlement of said claim and constitutes a full and final release of any and all other claims the contractor may have under said contract,

For Oosterwyk Nurseries, Inc.

RECEIVED
OCT 9 - 1968
FOR FILING

LSF-22(1)

6814

# TIME EXTENSIONS APPROVED BY HIGHWAY COMMISSION OCTOBER 1, 1968

## Construction Division Federal-aid Contracts

| Contract No. | Section | Days | Amount | B.P.R. Participation |
|---|---|---|---|---|
| 6358 | Sutherlin Jct.-Winchester | 3 | $ 1,260 | All |
| 7029 | Multnomah Co. Line-E. Cascade Locks | 30 * | 4,500 | All |
| 6828 | Corvallis (Roadside Improvement) | 141 | 14,100 | None 1) |
| 6965 | Forest Grove-Gaston | 27 | 2,700 | None 2) |

1) B.P.R. concurrence is being requested but the refund to the contractor at this time must be non-participating.

2) This liquidated damages is all on early phase. B.P.R. concurred in an ordered "stop work" period 10-28-67 to 5-3-68 only, none of which is included in this 27 days, and for which no deduction was made.

* Extension granted includes all time to actual completion leaving no liquidated damages in effect.

JAB:fw

cc: F. B. Klaboe
L. H. Young
C. H. Matson
J. A. Bond

RECEIVED
OCT 7 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 26 1968
FOR FILING

LSF-3(1)
6x27

September 25, 1968

Oregon State Highway Commission

Request for Extension of Time
No. 3
October 1, 1968 meeting

Gentlemen:

Oosterwyk Nurseries, Inc. requested an extension of the contract time for the Corvallis Landscaping Section of the Corvallis-Newport Highway in Benton County, Contract No. 6828. Two hundred thirty-eight days of liquidated damages amounting to $23,800 were assessed on this project which was completed September 29, 1967.

The contractor's request for a time extension which would have deleted all damages was considered at your January 23, 1968 meeting and was declined. Subsequently, Mr. C. Robert Brain, attorney and corporate member of the Oosterwyk firm, appeared at your March 5 meeting to protest the assessment and seek contract time extension as a claim. He was advised at that time to take the problem up with our Claims Review Board.

Mr. Brain and Mr. Oosterwyk met with the Board August 26, 1968, and the entire matter was reviewed at that time. After thoroughly considering the related facts, it was the decision of the Board to sanction a time extension for the unsuitable weather period during the winter of 1966-67 during which work could not be performed. Project records indicated this would be from December 8, 1966 until April 1, 1967. In addition to this 113-day interval, the Board sanctioned an extension for the 28-day period from July 14, 1967, when the last regular contract work was performed, until August 11, 1967, when the actual final inspection of the project was held. At that time, some minor unfinished items were made known to the contractor

and he subsequently completed the project when the weather was proper for replanting work. The total extension favored by the Board amounts to 141 days as a compromise settlement of all claims on the project. This will leave 97 days or $9,700 of liquidated damages in effect.

The contractor has now stated his acceptance of an extension on the above basis with a full and final release of all claims on the contract. Extension in the amount of 141 days is recommended.

This matter will be on the agenda for your consideration at the October 1, 1968 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

JAB:fw lms

bc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
G. E. Rohde
F. D. Morgan
C. H. Maison
L. H. Young
R. D. Asburry

RECEIVED
JAN 5 - 1971

LSE-Landscape
Litt

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 3, 1968

NOTED
R. L. PORTER

SUBJECT: Corvallis Section (Landscaping)
Contract No. 6828

To:

MEMO TO THE FILES

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.

The Claims Review Board met the afternoon of August 26, 1968 with the following in attendance to review the contractor's claim on the subject project:

On behalf of Oosterwyk Nurseries, Inc., the contractor:

Robert Brain, Attorney and Corporate Member
Peter Oosterwyk

On behalf of the Oregon State Highway Department:

R. D. Asburry
G. W. Wimer
Mark Astrup
L. L. MacIntyre

The Board consisted of:

R. L. Porter
F. B. Klaboe
Frank McKinney (substituting for G. E. Rohde)
Tom Edwards
C. H. Maison

Mr. Glenn Hossner, Area Engineer for the Bureau of Public Roads, also attended this meeting as an observer.

Mr. Brain started the presentation from the contractor stating they were being charged in excess of $23,000 for not completing this job on time. Their claim is for recovery of the above amount which the State has withheld for time liquidated damages. He stated that four main factors were the basis of their request.

1. A small number of plantings were made in fiber pots which they thought complied with specifications (752-3.4) requiring disintegrating or decomposable containers. Removal of these posts was requested by the State and made a condition to the State granting a shutdown order during the winter of 1966-67. He

THIS REPORT PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION.



stated the plants at that time had not been accepted and were not paid for and the shrubs were, in fact, completely replaced later. There is, admittedly, a question of whether the pots did or did not comply with the specifications. In any event, a State Inspector initially allowed the plants to be planted in the post.

2. The contract included lawn construction and a sprinkler irrigation system. One of the requirements was that the system be tested. The installation of a water meter, which was to be done by the City of Corvallis, allegedly had to be completed first and was delayed. Mostly plastic pipe was used in the sprinkler system which should not be left uncovered in open trenches for any extended time. The pipe could not be covered until the testing was completed.

3. Some of the lawn areas were built of earth fill material placed under the contract. Some areas sunk after they were leveled up, and had to be raised. Because plastic pipe was used for the sprinkler system through these same areas, the earth material could not be compacted. The contractor regarded this raising or grading restoration as establishment type of work and thereby not subject to the original time performance limitations.

4. Slides occurred affecting part of the planting area and were caused or aggravated by water runoff from the existing highway pavement above. The State subsequently installed curbs to properly channel this water and keep it from running on the slope. The contractor regarded this as an engineering problem and that they should not be penalized for delay arising from it.

The contractor subsequently dwelled on another item concerning the availability of certain bare root planting stock. Some of these materials came from Tennessee and since the plants should reach a winter dormancy before they are dug, there was not sufficient time to obtain them and get them planted before the winter rains halted the work and the contract time ran out. (The 200 days allowed expired December 19, 1966).

Mr. Asburry and Mr. Wimer gave the State's position. The water meter installation in no way delayed the contractor. The calendar day count started June 3, 1966 and the first work started July 22. The project was completed September 29, 1967 with 438 days charged, after allowing for an ordered shutdown period from August 11, 1967 to September 26, 1967. The sprinkler system was started October 19 and the meter was installed by October 25. The State did agree at a December meeting with the contractor to issue a seasonal shutdown order if certain work was done first; namely, remove the fiber plant containers, remove the eroded slope material from a private fish pond, and be responsible for plant maintenance during the shutdown. They also stated the erosion of the slope was aggravated by a lack of sawdust mulching materials which were a contract item that the contractor had not performed when the rain started.

THIS REPORT I. . REPARED IN CONTEM-
PLATION OF POSSIBLE LITIGATION AND IS
REGARDED AS A PRIVILEGED COMMUNICATION.



The contractor in turn called these requirements "blackmail" and repeated that the situation concerning the water meter was the other way around; they did not start the system until the meter was forthcoming. Mr. Brain stated, when asked, that this was the only claim pending on the contract.

Mr. Wimer left with the Board copies of pertinent correspondence including a two-page chronology of the pertinent events during the life of the contract.

During the questioning by the Board, the Chairman had to twice request Mr. Oosterwyk to withhold his comments while others had the floor.

The Board considered and discussed the claim immediately following, but delayed their decision until they reconvened the following afternoon to discuss it further. They recognized an understandable lack of communication with the contractor and felt that the State's Engineers had properly resorted to rather stern measures to obtain specification compliance and completion of the contract. Since the contractor, in fact, could not work during the winter period, consideration was given to granting him a time extension for the period from December 8, 1966 when work was effectively stopped by the weather until April 1, 1967 when the Resident Engineer recorded that work could have resumed. This is an interval of 113 days. Consideration was also given to the period from July 14, 1967 when the contractor had allegedly completed his work, until August 11, 1967 when the actual final inspection of the project was held. This is an interval of 28 days for a total of 141 days.

The Board then voted unanimously to sanction a compromise settlement on this basis of granting 141 days extension. This would leave 97 days of liquidated damages in effect amounting to $9,700. It was reported to the Board that all available LSF funds have been allotted so this settlement was not made contingent upon Federal participation.

A letter to the contractor setting forth the above compromise settlement for a complete and final release of all claims will be prepared and reviewed by Mr. McKinney before it is released.

John A. Bond, Secretary
Claims Review Board

JAB:fw
cc: R. L. Porter
F. B. Klaboe
Tom Edwards
C. H. Maison
Frank McKinney

RECEIVED
SEP 4 1968
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD

FRED W. HILL, MEMBER
PENDLETON

THADDEUS B. BRUNO, MEMBER
PORTLAND

JAN 5 - 1971

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 4, 1968

NOTED
R. L. PORTER

RECEIVED
SEP 4 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. G. Robert Brain
Merges, Brain and Hilyer
902 Norton Building
Seattle, Washington 98102

RE: Corvallis Section (Landscaping)
Contract No. 6828

Dear Mr. Brain:

The Claims Review Board has completed their review of your request for the return of time liquidated damages on this project, which was the subject of your August 26 meeting with the Board. It is the Board's decision in order to avoid potential litigation to sanction a contract time extension in the amount of 141 days as a full compromise settlement and a complete and final release from all claims on this project. This amount of time was derived from two intervals, consisting of 113 days for the period from December 8, 1966 to April 1, 1967, plus the interval from July 14, 1967 until August 11, 1967.

If you are agreeable to a settlement of this matter on the above basis, please so indicate on the copy of this letter and return it to me.

Very truly yours,

JAB:fw
bc: R. L. Porter
R. D. Asburry

John A. Bond, Secretary
Claims Review Board

DATE: _____

The above proposed settlement of the contractor's claim under Contract No. 6828 is hereby accepted as a complete settlement of said claim and constitutes a full and final release of any and all other claims the contractor may have under said contract.

_____
For Oosterwyk Nurseries, Inc.

LAW OFFICES

MERGES, BRAIN & HILYER

EDWARDS E. MERGES
G. ROBERT BRAIN
DALE P. HILYER, JR.

JOHN NEIKIRK

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

June 14, 1968

Routing

Morgan
Decker
Bond
Walker
Glenn
Swan

Poole
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
JUN 17 1968
CONSTRUCTION
DIVISION

State Highway Department
State of Oregon
Salem, Oregon 97310

Attention: John A. Bond, Secretary
Claims Review Board

Dear Mr. Bond:

In accordance with the request contained in your last letter, and your telephone conversations with me, I would appreciate the Review Board setting a time for a hearing on the Corvallis Roadside Improvement Contract No. 6828 as soon as is practicable.

I will be available the weeks of June 24, July 8 and 15, and after August 12th with some days taken up by other matters, most of which can be arranged so I can be present at the Review Board hearing.

As you requested in our telephone conversation, I am setting forth herein the primary grounds upon which we feel the action should be reviewed by the Board. We believe the penalty is absolutely unfair and unreasonable.

Specifications in this contract called for water meters to be installed by the Corvallis Water Department. Refer to 8V-535. The contractors began the job during the last week of July 1966. Water should have been in then, or shortly thereafter. The foreman on the job and the inspector for the State Highway Department staked and located the water meter during the last of July or first part of August. The Corvallis Water Department refused to put in the water meter until such time as the Stateof Oregon made a deposit with said department. The state said it would not put in the water meter and would not make a payment until the Water Department put in the water meter. When lawn planting season approached in September,

Copy sent to K. D. Asbury
by John Bond
6/17/68

there was no water available because of the disagreement between the Corvallis water department and the Oregon State Highway Department. Without any water, it was futile and impossible to plant the lawn. Not only is water necessary to make the seed germinate, but is necessary to test the lines which would have to be installed and to settle the ground. By the time the State of Oregon Highway Department and the Corvallis Water Department had agreed upon getting the water meter installed so we could proceed with the work, it was impossible to plant the seed in accordance with the specifications. This necessitated the matter being postponed until the spring of 1967. For this reason, if no other, no penalty should have been charged.

In addition, I refer to the letter from Mr. Gerald Wimer to Oosterwyk Nurseries dated December 23, 1966, on this particular contract. All the matters set forth in that letter were done, i.e., the removing of all planted pots, the replanting of all plants without pots, and by replanting new plants, but the work could not be done after December 23 because of the condition of the hills. It was done, however, during the beginning of spring in 1967.

We feel the action of the Assistant Division Engineer in writing this letter and then attempting to penalize us after we had complied with all the provisions therein was grossly unjust.

I have outlined the primary things which ought to be considered in this particular matter. If you will set it for hearing so we can present our case in more detail, I would appreciate it, as I feel some decision should be made by the Review Board one way or another so we can take action on this.

Very truly yours,

G. Robert Brain

G. ROBERT BRAIN

GRB:sm
cc: Mr. Paul Zeman
Mr. Peter Oosterwyk

RECEIVED
JUN 19 1968
FOR FILING

LCF-22(1)

L 1179

June 18, 1968

Kyle, Emmons & Kropp
Law Offices
P. O. Box 279
Albany, Oregon 97321

Attention: Mr. C. S. Emmons

Gentlemen:

This is to acknowledge receipt of your letter of June 14 and attached formal Notice of Claim of your client, Snell Tool Rental, stating that Oosterwyk Nurseries, Inc., owes them $46.70 for labor, services, and material.

The claim states this is in connection with the Oosterwyk Nurseries, Inc., Contract No. 6628 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of this claim and we will also forward it to the Secretary of State for filing. This claim appears to be identical to the one that was submitted by Mr. Snell which was filed with the Secretary of State on May 2, 1968, and was assigned his File No. 4361.

Please advise this office when your client's claim has been satisfied.

Very truly yours,

Floyd Quarry, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Oosterwyk Nurseries, Inc. (2)
The Aetna Casualty and Surety Co.
Robert B. Clarke

Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

Commissioners

CWH:fkn

NOTED ON CARD
6-18-68

FORM 123
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
FRED W. HILL, MEMBER
PENDLETON
THADDEUS B. BRUNO, MEMBER
PORTLAND

RECEIVED
JUN 21 1968
File #4381
FILED
LSF-22(1)
1128

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JUN 19 8 45 AM '68
CLAY MYERS
SECRETARY OF STATE

June 18, 1968

Kyle, Emmons & Kropp
Law Offices
P. O. Box 279
Albany, Oregon 97321

Attention: Mr. C. S. Emmons

NOTE ON CARD

Gentlemen:

This is to acknowledge receipt of your letter of June 14 and attached formal Notice of Claim of your client, Snell Tool Rental, stating that Oosterwyk Nurseries, Inc., owes them $46.70 for labor, services, and material.

The claim states this is in connection with the Oosterwyk Nurseries, Inc., Contract No. 6823 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of this claim and we will also forward it to the Secretary of State for filing. This claim appears to be identical to the one that was submitted by Mr. Snell which was filed with the Secretary of State on May 2, 1968, and was assigned his File No. 4381.

Please advise this office when your client's claim has been satisfied.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Oosterwyk Nurseries, Inc.
The Aetna Casualty and Surety Co.
Robert B. Clarke
Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
JUN 20 1968
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: OREGON STATE HIGHWAY DEPARTMENT

Notice is hereby given that the undersigned L. E. SNELL, dba Snell Tool Rental of Albany, Oregon, has a claim for labor, services and materials furnished by him to Oosterwyk Nurseries, Inc., a contractor, in the amount of $46.70 as the unpaid balance due and owing for such labor, services and materials so furnished and performed by him as per the itemized statement below.

This claim is against the bond taken from Aetna Casualty & Surety Company as surety, and Oosterwyk Nurseries, Inc. as principal and prime contractor, for the work provided for in the contract known as contract number 6828 with your department for roadside improvement on the Corvallis section of the Corvallis-Newport highway in Benton County, Oregon.

| | | | | |
|---|---|---|---|---|
| Invoice # 7529 | 7/5/67 | Rental-2" rigid die | $6.00 | |
| | | Rental-four-wheel pipe cutter | 4.50 | $10.50 |
| Invoice #8792 | 8/26/67 | Rental-lawnmower w/bag 1 day | 10.50 | |
| | | 2 gal. mixed gas @ .40 gal. | .80 | $11.30 |
| Invoice # 8367 | 8/8/67 | Rental-mower w/bag | | 3.50 |
| Invoice # 8296 | 8/5/67 | Rental-mower w/bag | 10.50 | |
| | | 1 gal. gas & oil | .40 | 10.90 |
| Invoice # 9436 | 9/23/67 | Rental-mower w/bag | | 10.50 |
| | | Total | | $ 46.70 |
| Carrying Charges | | | | .50 |

By: L. E. Snell
dba Snell Tool Rental

JOHN H. GALLAGHER, JR., President
DONALD A. GALLAGHER, Sec. Treas.

# CORVALLIS SAND & GRAVEL CO.

POST OFFICE BOX 691 . . . CORVALLIS, OREGON

RECEIVED
JUN 18 1968
FOR FILE

ESTABLISHED
1911

AREA CODE 503
TELEPHONE
753-7355

LSE-2201
6414

June 12, 1968
In Our 57th Year

Mr. J. F. Kenny,
Claim Representative
Aetna Casualty & Surety Division
800 Washington Building
Seattle, Washington 98101

Re: Oosterwyk Nurseries
Contract #6828
Past Due - $584.12

Dear Mr. Kenny:

This letter is in reference to our telephone conversation on June 12, 1968. As of this date we have not been paid the amount due of $584.12. I am enclosing a copy of the letter received from the State of Oregon acknowledging our claim.

Please make the necessary arrangements so we may receive the money due our firm in the very immediate future. Please acknowledge receipt of this letter so our attorney may complete his file.

Sincerely,

CORVALLIS SAND & GRAVEL COMPANY

William L. Souvey

William L. Souvey
Credit Department

NOTED
FLOYD QUERY

WLS/km

Enclosure

cc: Mr. Floyd Query, Sec., O.S.H.D.
Oosterwyk Nurseries

RECEIVED
JUN 1 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 2 - 1968
FOR FILING

LSF-12(1)

6178

May 1, 1968

Snell Tool Rental
705 East Second Avenue
Albany, Oregon 97321

Gentlemen:

This is in reply to your letter of April 24 and attached invoice stating that Oosterwyk Nurseries owes you for equipment rental and supplies in the amount of $46.70.

This appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6628 for roadside improvement on the Corvallis section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, 97204, furnished the performance bond on this contract, which is given to assure completion of the job and payment of all bills incurred in it. We will advise them of the receipt of your claim, and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

NOTED ON CARD
wln

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:wln

cc The Aetna Casualty & Surety Company
Mr. Robert B. Clarke
Oosterwyk Nurseries, Inc. (2)
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

RECEIVED
MAY 9 - 1968

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

Claim File #4381
FILED
MAY 2 1968
CLAY MYERS
SECRETARY OF STATE
LOF-221
1824

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAY 2 8 17 AM '68
CLAY MYERS
SECRETARY OF STATE

May 1, 1968

Shell Tool Rental
705 East Second Avenue
Albany, Oregon 97321

NOTATION CARD

Gentlemen:

This is in reply to your letter of April 24 and attached invoice stating that Oosterwyk Nurseries owes you for equipment rental and supplies in the amount of $46.70.

This appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, 97204, furnished the performance bond on this contract, which is given to assure completion of the job and payment of all bills incurred in it. We will advise them of the receipt of your claim, and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Aetna Casualty & Surety Company
Mr. Robert B. Clarke
Oosterwyk Nurseries, Inc. (2)
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

HOMELITE SAWS AND PUMPS • BURTON POWER ROOTERS • COLUMBIA LADDERS AND PLANKS • DITCH WITCH TRENCHERS • SAFEWAY SCAFFOLDING • YARD AND GARDEN EQUIPMENT

# SNELL TOOL RENTAL

L. E. SNELL, Prop.
705 East Second Avenue - Phone 926-3261
Albany, Oregon 97321

April 24, 1968

Floyd Query
Sec. of State Hwy. Comm.
State Hwy. Bldg.
Salem, Oregon

Dear Sir:

Please find attached an itemized list of rentals that Oosterwyk Nurseries incurred during 1967 and failed to meet his financial obligations for same.

If I have failed to include all the necessary information you need please let me know. Copies of each invoice were sent to Oosterwyk Nurseries but we can have more made if it is necessary.

Sincerely

SNELL TOOL RENTAL

LES:pp

RECEIVED
APR 10 1968
OREGON
STATE HIGHWAY COMMISSION

HOMELITE SAWS AND PUMPS • BURTON POWER ROOTERS • COLUMBIA LADDERS AND PLANKS • DITCH WITCH TRENCHERS • SAFEWAY SCAFFOLDING • YARD AND GARDEN EQUIPMENT

# SNELL TOOL RENTAL

L. E. SNELL, Prop.

705 East Second Avenue - Phone 926-3261

Albany, Oregon 97321 April 24, 1968

Oosterwyk Nurseries
Corvallis-Newport Hwy. Imp.
Corvallis Section in Benton County
Contract #6828

Etna Casualty & Surety Co.

| | | | | |
|---|---|---|---|---|
| Invoice | #7529 | 7-7-67 | pipe die & pipe cutter | 10.50 |
| " | #8296 | 8-6-67 | lawnmower | 10.90 |
| " | #8367 | 8-8-67 | lawnmower | 3.50 |
| " | #8792 | 8-26-67 | lawnmower & gas | 11.30 |
| " | #9436 | 9-24-67 | lawnmower | 10.50 |
| | | | | 46.70 |

RECEIVED
APR 10 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 2 - 1968
FOR FILING
LSF-22(1)
6828

April 1, 1968

Mr. Harry Veach
2170 Ranch Drive
Springfield, Oregon 97477

Dear Mr. Veach:

We wrote to the Aetna Casualty and Surety Company on March 26 advising them that final payment in the amount of $5,633.93 would be mailed to them on, or after, April 2, 1968.

This final is for Oosterwyk Nurseries, Inc., Contract 6828, which you inquired about in your letter of March 30.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

Propagator — — Grower — — Wholesale

Ground Covers A specialty — Container Grown Stock — Rooted Cuttings

Veach Nursery formerly

# Ranch Gardens

2170 RANCH DRIVE

PHONE 746-4036
AREA CODE 503

SPRINGFIELD, OREGON 97477

Mar. 30 1968

Secretary, Oregon State Highway Dept.
State Highway Bldg.
Salem, Oregon

Dear Sir,

We would appreciate it very much, if when you make settlement of the Oosterwyk Nurseries, Inc. account for Job # 6828, you would please notify us.

After writing to you in December of 1967 we heard from Aetna Casualty Co. saying they had changed. So far, we haven't received payment on the balance due us. Thanking you,

I am,

Sincerely Yours,
Harry Veach

5633.93 Final payment
Date 4-2-68

RECEIVED
APR 1 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 26 1968
FOR FILE
LSF-22(1)
6828

March 26, 1968

Oregon State Highway Commission

Gentlemen:

Work was completed September 29, 1967, on Contract No. 6828. The contract was with Oosterwyk Nurseries, Inc., and was for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 26, 1968, and that you concur in this procedure at the Commission meeting on April 16.

It is assumed that if you have no objections to this action and you do not advise us to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Forrest Cooper
F. B. Kimbee
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
R. D. Asbury

srb jes

MAR 27 1968

FOR FILE

LSE-22(1)

6828

March 26, 1968

The Aetna Casualty and Surety Company
Bond Department
1201 S. W. 12th Avenue
Portland, Oregon 97205

Gentlemen:

Contract No. 6828 awarded to Oosterwyk Nurseries, Inc., for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County was completed on September 29, 1967, and accepted by the Highway Commission on March 26, 1968.

Final payment in the amount of $5,633.93 will be released to you at the above address after April 2, 1968. The total contract amount is $90,085.18 including $186.64 for work performed under force account.

You have been advised previously of claims filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Oosterwyk Nurseries, Inc.
% G. Robert Brain
902 Norton Building
Seattle, Washington 98101

Oosterwyk Nurseries, Inc.
% Paul J. Zeman
1413 IBM Building
Seattle, Washington 98101

Robert B. Clarke
321 Yeon Building
Portland, Oregon 97204

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
MAR 19 1968
MARGES, BRAIN & HILTER

1 SF 266
6 1 8

EDWARDS E. MARGES
O. ROBERT BRAIN
GALE P. HILTER, JR.
JOHN NEIKIRK

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

RETURNED
Bond
BY OREGON STATE HIGHWAY DIVISION

Please set ahead
advise Mr. Brain 3-19
Porter

March 18, 1968

State Highway Department
State of Oregon
Salem, Oregon 97310

Attention: Mr. R. L. Porter
Highway Commissioner

Dear Mr. Porter:

If you will recall, the undersigned appeared on behalf of Oosterwyk Nurseries before the Highway Department in a meeting in Salem on March 5, 1968.

We were informed at that time that the matter under question should be brought before the review board of the Highway Department.

At the present time, Oosterwyk Nurseries has its claims filed with the Oregon State Highway Department in regard to Contract No. 6735 Gettings Creek Safety Rest Area, Contract No. 6730 Cabin Creek Rest Area and Contract No. 6828 Roadside Improvement Corvallis-Newport Highway.

I would appreciate it if you could let me know what dates might be available to go over these claims with the Review Board. If you would send me the available dates, I could work it in with my trial schedule on other matters to be convenient with all concerned.

I believe most of the details of these matters have already been set forth in claims although it is difficult to reduce to writing all of the matters to be brought before the Board. If it is necessary to have the hearings on the various matters at different times, please also let me know.

RECEIVED
MAR 19 1968
OFFICE OF
STATE HIGHWAY ENGINEER

The claims have been pending for a long period of time and I would appreciate it if these can be heard at your earliest convenience.

If there is anything I can do to encourage the Review Board to hear these matters, please let me know.

Very truly yours,

GILBERT BRAIN

GRB:sm
cc: Mr. Paul Zeman

RECEIVED
MAR 5 - 1968

FOR FILE
L-F-22(1)
6828

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

February 26, 1968
Salem, Oregon

SUBJECT: Corvallis Section(Landscape)
Contract No. 6828

To: Mr. F. B. Klaboe
Asst. State Highway Engineer
BUILDING

Attorney G. Robert Brain has an appointment with the Highway Commission at their March 5 meeting concerning this project. Apparently the main complaint that he will present is concerned with the comparatively large amount of liquidated damages assessed on this project. This amounts to $23,800 for 238 days. A majority of these days accrued during the winter of 66-67 after the specified completion date of December 20, 1966.

A good summary of the chronology of the project was prepared earlier by the Division and it's two pages are attached. A stop work order was considered for the winter dormant season and would have been issued in accordance with the attached December 23, 1966 letter which was directed to the contractor. The basis of the majority of the penalty therefore arose from the contractor's failure to respond to this letter and the very simple conditions that it set forth.

There may have been other alternatives that in hindsight we should have used to gain our objectives, but at the time it did not seem incumbent on us to seek alternate ways to minimize the amount of liquidated damages.

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss
Enclosures

RECEIVED
OFFICE OF
ENGINEER

PERTINENT DATES
July, 1967 Time Extension Request

Corvallis Roadside Improvement
Corvallis - Newport Highway
Contract No. 6828

| ITEM | DATE |
|---|---|
| Bids received | April 28, 1966 |
| Contract awarded | May 11, 1966 |
| Notice of award sent | May 20, 1966 |
| Calendar day count started | June 3, 1966 |
| Grading started by subcontractor (M. O. Salmon) | July 22, 1966 |
| Water meter ordered by State | July 28, 1966 |
| Embankment construction substantially completed | September 8, 1966 |
| Clearing & topsoil placement commenced | September 15, 1966 |
| Although weather fair, no work done during week ending | October 1, 1966 |
| Approximately 75% of plastic water pipe delivered to job site | September 27, 1966 |
| Trenches started for irrigation system | October 19,1966 |
| Water meter installed | October 24-25, 1966 |
| Shrub planting started | October 26, 1966 |
| Astrup found ground too wet to work | November 17, 1966 |
| Asburry wrote of poor conditions | November 18, 1966 |
| No shrubs planted week ending | November 19, 1966 |
| Finished connecting to water meter | November 21, 1966 |
| No plantings in 1966 after | November 29, 1966 |
| Oosterwych requests suspension of work order | November 30, 1966 |

Pertinent Dates (Cont.)

| | |
|---|---|
| No work in 1966 on sprinkler system after | December 1, 1966 |
| Curbs constructed on fills by State Forces | December 6, 1966 |
| Winterizing completed and shutdown | December 8, 1966 |
| Expiration specified calendar day (200) count | December 19, 1966 |
| Conditional offer to issue suspension of work order | December 23, 1966 |
| Apparent reply to above offer (Didnot include acceptance of conditions) | December 31, 1966 |
| Could have started per MacIntyre | April 1, 1967 |
| Work resumed (One day only) | May 5, 1967 |
| No work done during week ending | May 13, 1967 |
| Work again resumed | May 15, 1967 |
| Lawn completed | June 1, 1967 |
| Placed mulch, Completed | June 2, 1967 |
| Placed last of sump gravel around rotary sprinklers completing them except deficiencies | June 5, 1967 |
| Project inspected, not acceptable | June 12, 1967 |
| Watering & maintenance work continuous | June 2-Current |
| Supt. Ray Santillion Oosterwych shown deficiencies | June 17, 1967 |
| MacIntyre wrote Oosterwych of deficiencies | June 20, 1967 |
| Deficiencies being corrected | June 28-July 14, 1967 |
| Letter from Oosterwych alleging completion | July 14, 1967 |
| Inspection for final acceptance (Delay basically Oosterwych's fault.) | August 1, 1967 |
| Oosterwych walk out on this inspection | August 1, 1967 |
| Further inspection | August 11, 1967 |
| Contractor requests additional 250 calendar days or until | August 26, 1967 |

33-H-1-1
2-0901

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
DEC 1965
CONSTRUCTION
DIVISION

December 23, 1966

Oosterwyk Nurseries, Inc.
12420 Juanita Drive N.E.
Kirkland, Washington 98033

SUBJECT: Corvallis Section
Roadside Improvement
Corvallis-Newport Hwy.
Contract 6828

Attention Mr. Peter Oosterwyk, President

Gentlemen:

By November 30, letter to Resident Engineer L. L. MacIntyre, you requested that a temporary suspension of work order be issued on the subject project.

Your request has been thoroughly reviewed and will be granted subject to the following conditions:

1. We do not recognize the reasons set forth in your request as being completely true and relative;

2. You first perform all items of work that should be done before the temporary suspension is made effective such as: (a) Remove all planted pots and replant all of the plants without the pots in an otherwise acceptable manner as outlined in L. L. MacIntyre's December 22, letter and (b) In cooperation with the property owner, remove the silt from the fishpond located just northerly of the right of way at the south end of Fifth Street and protect against further contamination as outlined in L. L. MacIntyre's December 13, letter;

3. Performance on the above two items is not to imply final acceptance of these items but only to bring them to satisfactory condition prior to the issuance of the suspension of work order;

4. Issuance of a suspension of work order will in no way relieve you or acknowledge our acceptance of non-specification material presently upon the project;

5. You maintain the entire project throughout the suspension of work period which is tentatively anticipated to last only until the spring planting season. This stipulation is intended to make you responsible for all deterioration that might occur to any element of the project and responsible for bringing it to an acceptable condition before its final acceptance; and

6. You accept the above terms and conditions in writing.

The above conditions are not intended in any way to relieve you of your responsibility under the contract but are only an offer to reasonably

...ryk Nurseries, Inc.
..., Two
...cember 23, 1866

handle your request (necessitated by your not completing the project within the specified period of time) for ansuspension of work order, which cannot be honored except under the above conditions.

Very truly yours,

R. D. ASBURRY,
Division Engineer

By ORIGINAL SIGNED BY
GERALD WIMER

GERALD WIMER,
Assistant Division Engineer

GWinn
cc: Bureau of Public Roads - Attention Glenn K. Hosmer
F. D. Morgan ✓
L. H. Young
Mark H. Astrup
L. L. MacIntyre

J. K. WEATHERFORD, (1875-1938)
MARK V. WEATHERFORD, (1910-1962)
JOE WEATHERFORD
OSCAR D. THOMPSON
HARRISON H. WEATHERFORD
JOHN R. HORTON
JAMES H. JORDAN
WILLIAM E. BRIDGEY

RECEIVED
FEB 23 1968
FOR PAY

LSF-22(A)
6129

WEATHERFORD, THOMPSON, HORTON & JORDAN
ATTORNEYS AT LAW
130 W. FIRST AVENUE
ALBANY, OREGON 97321

POST OFFICE BOX 667
PHONE 926-8855

February 23, 1968

Mr. Floyd Query
Secretary
State Highway Department
Salem, Oregon

Re: State of Oregon (Oliver)
v. Oosterwyk et al

Dear Sir:

Enclosed is a copy of the complaint which we are filing today, in the above case.

Very truly yours,

James H. Jordan

JHJ:bd

Encl.

NOTED
FLOYD QUERY

RECEIVED
FEB 26 1968
OREGON
STATE HIGHWAY COMMISSION

Copy to Legal 2-26

NOTED ON CARD
2-26-68
Jan

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF BENTON

| | |
|---|---|
| STATE OF OREGON, on the relation of GEORGE OLIVER and CHARLES W. OLIVER, dba Oliver Fuel Company,<br><br>Plaintiff,<br><br>v.<br><br>OOSTERWYK NURSERIES, INC., a Washington corporation, and THE AETNA CASUALTY AND SURETY COMPANY, a Connecticut corporation,<br><br>Defendants. | No. .....<br><br>C O M P L A I N T |

Plaintiff alleges:

I

That at all times herein mentioned, George Oliver and Charles W. Oliver were doing business as Oliver Fuel Company, and had duly filed an assumed business name certificate; that at all times herein mentioned, Oosterwyk Nurseries, Inc. was and is a Washington corporation, duly authorized to do business within the State of Oregon, and The Aetna Casualty and Surety Company was and is a Connecticut corporation, duly authorized to do business within the State of Oregon.

II

That on or about the 11th day of May, 1966, the State of Oregon executed a contract with the defendant Oosterwyk, for the performance of certain work for the improvement within the State of Oregon, known as the Roadside Improvements on the Corvallis-Newport Highway, Corvallis, Oregon, Contract No. 6828.

III

That between the dates of on or about May 22, 1967 and June 1, 1967, the relator provided to the defendant Oosterwyk three hundred forty five (345) units of sawdust, together with



WEATHERFORD, THOMPSON, HORTON & JORDAN
ATTORNEYS AT LAW
ALBANY
OREGON

transportation of same to the job site, at the special instance and request of said defendant, having a reasonable value of Two Thousand Seven Hundred Sixty Six Dollars ($2,766), no part of which has been paid by either defendant herein. That all of said materials and services were used by the defendant Oosterwyk in the performance of State Highway contract No. 6828. That the State of Oregon has never accepted State Highway Contract No. 6828.

IV

That on or about May 11, 1966, the defendant The Aetna Casualty and Surety Company executed a certain "performance bond" which provides as follows:

> "KNOW ALL MEN BY THESE PRESENTS: That we Oosterwyk Nurseries, Inc., a Washington corporation, duly authorized to do business in the State of Oregon by and through its corporate officials doing business at 12420 Juanita Drive N. E., Kirkland, Washington, as principal, and THE AETNA CASUALTY & SURETY COMPANY as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of One Hundred Eleven Thousand One Hundred Sixty Four Dollars ($111,164) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.
>
> THE CONDITION OF THIS BOND IS SUCH
>
> That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the State of Oregon, which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract.
>
> NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the applicable Standard Specifications, and shall indemnify and save harmless the State of Oregon, the State Highway Commission, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the

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ALBANY OREGON

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ATTORNEYS AT LAW
ALBANY OREGON

performance of the said contract by the said contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to do all persons supplying to the contractor or his subcontractors equipment, supplies, labor or materias for the prosecution of the work or any part thereof, provided for in said contract, and shall pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Tax Commission; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay the State of Oregon, by and through its State Highway Commission, such damages as may accrue to the State under said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Highway Commission, be obligated for the payment thereof.

Witness our hands this 11 day of May, 1966.

Oosterwyk Nurseries, Inc.
Principal

By /s/ PETE OOSTERWYK, Pres.

By (s/ LEONARD CONNOR (?) illegible

APPROVED AS TO AUTHORITY OF ATTORNEY-IN-FACT AND RESIDENT AGENT FOR THE SURETY COMPANY.
STATE INSURANCE DEPARTMENT
BY /s/ Walter G. Korlann
AB

THE AETNA CASUALTY & SURETY COMPANY
Surety

By /s/ JOHN H. SHEEHY
John H. Sheehy Attorney in Fact

By /z/ ROBERT B. CLARKE
Agent BJH "

V

That on or about August 15, 1967, and August 17, 1967, relator filed with the State Highway Department and the Secretary of State for the State of Oregon, respectively, the following written notice of claim:

" PHONE 3-6842 504 N. 6th
OLIVER FUEL COMPANY
SAWDUST
Corvallis, Oregon
August 14, 1968

State Highway Department
Salem, Oregon

3. COMPLAINT
Oliver v. Oosterwyk

Attention: Mr. Floyd Query

Dear Mr. Query:

This letter is in regards to the telephone conversation with you concerning Oosterwyck Nurseries Inc., delivery of sawdust on State Highway 34 West. Beginning at interchange on South 3rd & 4th Street in Corvallis, Ore., and continuing west on Philomath Road to approximately 39th St.

The amount of sawdust delivered on this Project was 345 units at $8.00 per unit and two dump truck loads at $3.00 per load. The total on this bill is $2,766.00. Enclosed you will find a copy of this statement.

All statements mailed to Oosterwyck Nurseries Inc. have been ignored. Telephone calls have been made but to no avail.

Your help in this matter will be most appreciated.

Yours very truly

OLIVER FUEL COMPANY

/s/ CHARLES W. OLIVER

CHARLES W. OLIVER
Partner

WEATHERFORD, THOMSON, HORTON & JORDAN
ATTORNEYS AT LAW
ALBANY OREGON

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
August 16, 1967

Oliver Fuel Company
504 North 6th Street
Corvallis, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of August 14 and attached invoice stating that Oosterwyk Nurseries, Inc., owes you for sawdust in the amount of $2,766.

From the description given in your letter, this appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828, for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the project and payment of all bills incurred in it. We will notify them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

4. COMPLAINT
Oliver v. Oosterwyk

Please notify this office when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter."

VI

That more than six months have elapsed since the relator filed his written notice of claim, and each defendant has failed and refused to pay the sums due to relator. That Five Hundred Dollars ($5,00) is a reasonable sum to award to the relator as attorneys fees in this action for the trial thereof, and the additional sum of One Thousand Five Hundred Dollars ($1,500) is a reasonable attorneys fee to award to the plaintiff in the event of an appeal.

WHEREFORE, plaintiff prays for judgment against the defendants, and each of them, for the sum of Two Thousand Seven Hundred Sixty Six Dollars ($2,766) with interest thereon at the rate of six percent (6%) per annum from July 2, 1967 until paid, for the further sum of $500 as attorneys fees for the trial hereof, and the additional sum of One Thousand Five Hundred Dollars ($1,500) as attorneys fees in the event of an appeal, and for plaintiff's costs and disbursements incurred herein.

WEATHERFORD, THOMPSON, HORTON & JORDAN

By_____
Attorneys for Plaintiff

WEATHERFORD, THOMPSON, HORTON & JORDAN
ATTORNEYS AT LAW
ALBANY OREGON

RECEIVED
FEB 19 1968
FOR FILING
LSF-22(1)
6828

2112

January 24, 1968

#7

Oosterwyk Nurseries, Inc.
% G. Robert Brain
902 Norton Building
Seattle, Washington 98101

Gentlemen:

The State Highway Commission at its meeting on January 23 considered your request for an extension of time on Contract No. 6828 on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc R. D. Asburry
L. L. MacIntyre
L. H. Young
F. D. Morgan
C. N. Maison
Bureau of Public Roads

Oosterwyk Nurseries, Inc.
% Paul J. Zeman
1413 IBM Building
Seattle, Washington 98101

FORM E-30 5011 10-65

Routing

Morgan — Pease
Morelock
Trout
Barbee — Scott
Walker — Wills
Glenn — Litchfield
Swan — Olson

RECEIVED
DEC 1967
RECEIVED
DEC 5 - 1967
CONSTRUCTION OFFICE OF
DIVISION STATE HIGHWAY ENGINEER

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4, 1967

SUBJECT: Extension of Time
Corvallis Section
Corvallis-Newport Highway
Contract 6828

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

We have received from Oosterwyk Nurseries, Inc., contractor on the subject contract, the attached request for an increase of 250 calendar days. The contractor's request is based on a delay in the installation of a water meter by the City of Corvallis, a delay in receiving nursery stock due to wet weather conditions which prevented the nurseries from digging the stock, and changes in the plans involving topsoil, gravel, plants, excavations, sprinkler heads and drains.

This is the second request for an extension of time which the contractor has submitted. The first was dated December 15, 1966, and was based on excessive fall rains, wet soil, a scarcity of sawdust and late dormancy of plant materials. This request was denied by the Highway Commission at its January 31, 1967, meeting.

This contract was awarded May 11, 1966, and the calendar day count started June 3. The contractor did not start work until July 22, seven weeks after the beginning of the calendar day count. As shown on the attached progress chart, the contractor had completed virtually all of the grading work required by the second week in October but did not start the installation of the irrigation system until October 18, and did not start planting work until October 31.

The contractor's allegation that there was a delay in installation of the water meter is misleading. The water meter was installed by the City of Corvallis on October 24 and 25, 1966. The contractor indicates that the water meter was requested immediately after award. However, the facts indicate that he requested the meter installation just prior to its actual installation. At any rate, the lack of the meter could not have interfered with the contractor's required installation of the irrigation system up to the time the lines were ready for testing. The meter was in only one week after the pipe trenching started. Lawn construction could not be started until the irrigation system had been installed and tested. The contractor continued to work on the irrigation system until December 2, which precluded any lawn construction work in the fall of 1966. Had the contractor started his irrigation system and topsoil work earlier than he did, arrangements would have been made for the City of Corvallis to install the meter at an earlier date.

The contractor's claim that wet weather interfered with digging and planting shrubs may have some basis but the contract specifications do not provide for extensions based on weather. Climatological records for the fall of 1966 indicate that rainfall was not extremely excessive. In September there were 9 days when measurable rain was recorded and the total for the month exceeded the average by 0.46". In October there were 11 days when measurable rain was recorded and the total for the month was 0.34" less than average. In November there were 20 days of measurable rain and the total was 0.08" less than average. In December there were 22 days on which measurable rain fell and the total was 1.10" above normal. These records do not indicate an excessively wet fall.

Because of normal wet weather which precluded working in conformance with good horticultural practices, the contractor was advised on December 23, 1966, that a stop work order would be issued if he would remove some planting pots from plants in the ground and perform certain other winterizing work. The contractor corresponded with the Department on December 31, 1966, January 25, and March 10, 1967, concerning the proposed stop work order but not indicating agreement with the terms or conditions for its issuance. The contractor's letter which accompanies this request for additional time indicates that he agreed to these conditions and has complied with them. This letter is the first from the contractor which indicates that he would comply with the terms required for the shutdown order. In fact, the planting pots were not removed until the contractor resumed his normal contract work in May, 1967.

The contractor indicates that plan changes were made which delayed his work. It is true that an overrun in the topsoil item did occur. This overrun amounted to 20% of the contract amount but involved only 468.4 cubic yards. Further, the additional topsoil was added so that the contractor would not have to recover material which had sloughed to the bottom of the slopes during the winter. There was an overrun of 67% in the stone base but this overrun amounted to only 179.3 cubic yards and it too was done partially for the contractor's ease in reshaping rock slopes. Plant changes made were primarily for the contractor's convenience in the substitution of plants which were not readily available. Excavation required was only that which would have been required to clean ditches, repair slopes, etc. and does not constitute an appreciable increase over what could have normally been expected. Changes in the sprinkler heads involved plastic parts which were considered to be not acceptable because of poor service records. This information was given to the contractor in November, 1966. At that time the sprinkler heads were not installed. There were at least two other sprinkler heads

on the market that do have satisfactory service records and are acceptable. The responsibility of determining location of acceptable material lies with the contractor and cannot be considered a reason for granting an extension. The total contract overran the original amount by only $1,693.51 or 1-1/2%.

The original calendar days on this project expired December 20, 1966. The contract was completed September 29, 1967, at which time 438 calendar days had been charged. This is 238 in excess of the number allowed and represents $23,800, based on $100 per day, in liquidated damages. The bulk of these liquidated damages accrued during the winter dormant season of 1966/67 and had the contractor complied with our conditions for issuance of a shutdown order, would have been materially reduced. The liquidated damages for this period do seem extreme in relation to the work which the contractor did not do, that is, removing the pulp planting pots. Unfortunately, this reason does not justify an extension under the contract specifications.

This request has been reviewed carefully at the field level and by Mr. Astrup. Their recommendations are against extension.

To retain $23,800 in liquidated damages (21.3% of the contract amount) certainly invites a lawsuit and the amount is at least three times our extra engineering charges. Perhaps from a legal standpoint we should have used some other means, such as payment suspension or removal of the pots by State forces with a deduction, to accomplish our objective. The situation here is inverse from the condition set forth in 8-6 whereby we can suspend work for failure to carry out orders given to the contractor in that we did not suspend the work because the contractor would not carry out orders.

This matter has been discussed with the Bureau of Public Roads Area Engineer who has indicated that he can see no reasons under the contract specifications for granting a time extension. We, therefore, must recommend against extension but you may wish to discuss this before we prepare a letter to the Commission.

F. D. Morgan,
Construction Engineer

By John A. Bond

John A. Bond,
Staff Assistant

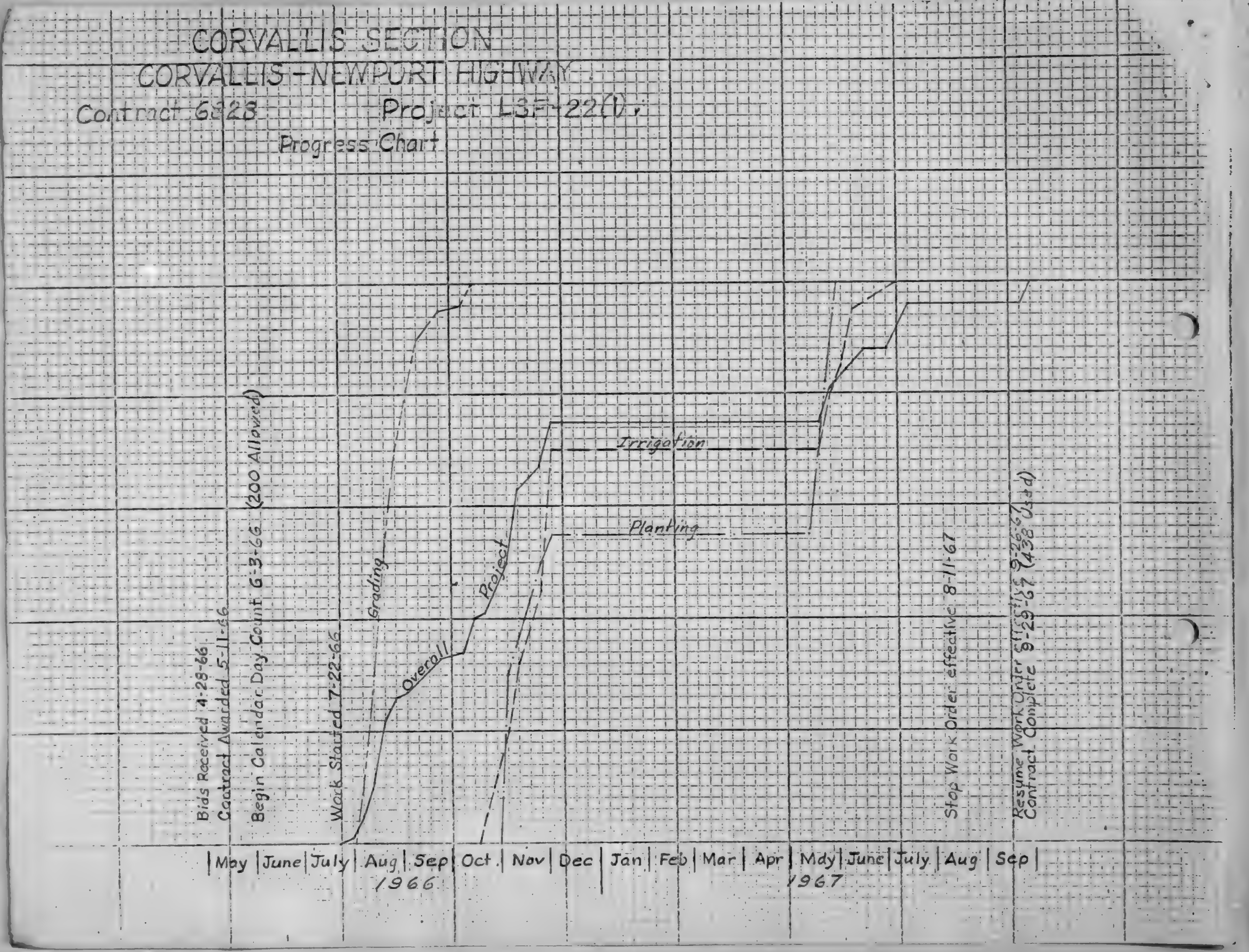
JAB-DES:nn
Enc.
cc: L. H. Young

# CORVALLIS SECTION

## CORVALLIS-NEWPORT HIGHWAY

Contract 6328 Project L3F-22(0)

Progress Chart


Bids Received 4-28-66
Contract Awarded 5-11-66
Begin Calendar Day Count 6-3-66 (200 Allowed)
Work Started 7-22-66
Grading
Overall Project
Irrigation
Planting
Stop Work Order effective 8-11-67
Resume Work Order 9-29-67 9-22-67
Contract Complete (438 Used)
May | June | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | July | Aug | Sep
1966
1967

RECEIVED
JAN 21 1968
PORTLAND

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID E. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

LSF-22(1)

6828

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 18, 1968

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon 97301

Contract 6828
Prefix 2-0901
FAP LSF-22(1)

Dear Sir:

The replacement planting work under Contract No. 6828, Corvallis Section of the Corvallis-Newport Highway in Benton County, was completed December 13, 1967.

We request that your office return a signed copy of this letter indicating acceptance or listing below any items or conditions which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RECEIVED
JAN 26 1968
E.E. MAPPOS

Bureau of Public Roads
Oregon Division Office Endorsement

Date 1-26-68

Conditions noted on above date:

None

GKH

RECEIVED
JAN 30 1968
OFFICE OF
STATE HIGHWAY ENGINEER

A. W. Parsons
Division Engineer

By: E. J. Valach

E. J. Valach
District Engineer

young
1-31-68

RECEIVED
JAN 16 1968
FOR FILE
LSF-220(1)
6111

January 15, 1968

Oregon State Highway Commission

Request for Extension of Time
No. 7
January 23, 1968 meeting

Gentlemen:

Oosterwyk Nurseries, Inc., contractor on the Corvallis Section of the Corvallis-Newport Highway in Benton County, Contract No. 6628, has requested an increase of 250 calendar days. The contractor's request is based on a delay in installation of a water meter by the City of Corvallis, wet-weather conditions delaying nursery stock delivery, and changes in the plans.

The City installed the meter for the irrigation system within a reasonable time after the contractor started building the system. The contractor was slow in starting the irrigation work. The contract was awarded May 11, 1966 and work started July 22, 1966.

Wet-weather conditions whether they delay the work or the supplying of plants, is not a valid reason for an extension under the specifications.

Plan changes which occurred during the life of the project were minor and primarily were done to expedite the work. The total overrun in contract work amounted to only 1.5 percent.

We can find no justification for an increase in the calendar days and recommend that the contractor's request be denied.

The contract was completed September 29, 1967, at which time 238 liquidated damage days had accrued amounting to $23,800 in liquidated damages.

This matter will be on the agenda for your consideration at the January 23 meeting.

Very truly yours,

DES:JAB:nn:ss jes

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

Enclosure

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6828 Contractor Oosterwyk Nurseries, Inc.

Highway Corvallis-Newport

Section Corvallis

Kind of Work Roadside Improvement

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED~~xxxxxxxxxx~~ The reasons for such recommendation are as follows:

Installation of the irrigation system water meter was performed by the City of Corvallis within a week of the time that the contractor started construction of the system. This is not an extensive delay.

The contract specifications do not allow extensions based on adverse weather conditions.

Plan changes during the life of the project amounted to only 1.5%. This overrun is very minor and does not justify an extension of time.

Recommended for Approval:

R. D. ASBURRY
Division Engineer

John A. Bond
for Construction Engineer or ~~Bridge~~ Engineer

Assistant State Highway Engineer

Contract No. 6828

Project designation LSF-22(1) State-Federal

Date awarded May 11, 1966

Work started July 22, 1966

Per cent completed 96% August 12, 1967 Date

No. of ~~Workdays~~ Calendar Days Allowed 200

No. of ~~Workdays~~ Calendar Days Used 434 (8-11-67)

No. of Added ~~Workdays~~ Calendar Days Requested 0

E-320 (Rev.)—5M—9-64

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date July 24, 1967

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 200 days to 450 days, within which to complete our Contract No. 6828, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

as per enclosed letter

Respectfully submitted,

Oosterwyk Nurseries, Inc.
Contractor

By Pete Oosterwyk
Pete Oosterwyk (President)

---

**CONSENT OF SURETY**

Date JUL 27 1967, 19

We, THE AETNA CASUALTY & SURETY COMPANY

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Paul J. Huntzinger
Attorney-in-fact Paul J. Huntzinger

(SEAL)

Resident Agent

LAW OFFICES
EDWARDS, BRAIN & HILYER

EDWARDS E. MERGES
G. ROBERT BRAIN
GALE P. HILYER, JR.
ARTHUR D. KEIL

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

July 27, 1967

Mr. L. L. McIntyre
Oregon State Highway Dept.
3700 Philomath Highway
Corvallis, Oregon 97330

Re: Roadside Improvement Corvallis-Newport Highway
Contract No. 6828 Oosterwyk Nurseries

Dear Mr. McIntyre:

Several days ago, Mr. Zeman of Oosterwyk Nurseries, Inc. had a lengthy conversation with Mr. Bond in Salem, a part of which concerned the penalties that had been accruing on the above job because of late completion.

At that time, Mr. Bond suggested that we should make a request in writing through channels to get an extension of the calendar days called for in the contract.

Upon reviewing correspondence in the file, we find that we have previously made a request for extension of time which set forth therein the reasons for the extension at that time.

We are therefore at this time requesting an increase of 250 calendar days on the Contract No. 6828, Roadside Improvement Corvallis-Newport Highway. The reasons for this extension are as follows:

1. The contract above mentioned was let in the month of June, 1966. At the time of the letting of the contract, there was no water meters installed by the Corvallis Water Department as indicated on the plans of the State of Oregon. We immediately requested the placing of the water meter, but the water meter was not installed until October 21, which was 145 calendar days after it should have been. Before the heads could be spaced correctly, the lawn planted and the water system completed and tested, it was necessary for the water meter to

be installed. For reasons which are practical and easily understood, and for the reasons set forth in your specifications, Sec. 751-1-2 and Sec. 751-3-1, we were prevented from installing the lawn until such date as the water meter had been installed, the lines connected, tested and the sprinkler heads installed. Even if these regulations were not tere, it would have been foolhardy to install a lawn where there was not proper watering facilities available.

Because of this delay, the lawn could not be installed on the 12th of October. As can easily be checked with the weather reports, heavy rain started in the area and continued on from then through the Autumn and Winter.

2. As you know from your own reports, the embankments, the placing of embankments and the placing of the topsoil was done during July and August of 1966 essentially on time. The planting areas were prepared well in advance of the planting season which normally begins after October 15 of each year. We started planting during the first week of October, but weather conditions which were mild and rainy did prevent, not our operations particularly, but the growers of the specified nursery stock from digging, balling and burlaping as outlined in the current issue of American Standard for nursery stock. We therefore could not obtain all of the plant material at that time and had it been taken from the nurseries at that time, it would have been in violation of Sec. 752-1-3-2-2-4.

As the specifications of the Oregon State Highway Department point out correctly, field grown nursery stock should be dug when reaching the dormant stage which depends at times on the local weather and other conditions which are favorable for the normal recovery from the shock of transplanting. This, of course, means that delays resulting from unfavorable or inclement weather are not foreseeable and are acts of God which should be taken into consideration on the granting of extensions of time for the planting of materials.

In this particular job, all plant material which could be dug under the weather conditions was properly planted after delivery without delay. The plant material which could not be dug because it would have been in violation of the regulations and in

violation of good horticultural practice was not planted and could not be planted until the weather conditions improved, which in this case was not until the Spring of this year.

About one month after the beginning of the inclement weather, Mr. Astrup suggested to Mr. Ashbury, the District Engineer, that the soil conditions have reached a point where it would not be advisable to get on the banks and plant more material. We then received a letter in this regard suggesting suspension of work. We complied with this suggestion as it was impossible to do any work on those banks at that time. A request was then made for a suspension of work and we received a letter, a copy of which I do not have before me, which indicated that the suspension of work would be granted on the condition that we would replace certain plants that had been planted in what we considered to be disposable pots which were not acceptable to the State of Oregon, together with two or three other matters, which we agreed to and have done.

3. Work was resumed as soon as possible this Spring at which time many changes were made, extra topsoil, gravel, plants, excavations were ordered and extra work had to be done, which was not ordered until after work was started. Changes in the sprinkler heads and drains were made. There was some problems that arose because of the use of certain plastic parts in the sprinkler heads which were installed by the manufacturers and it was impossible to obtain the type of sprinkler heads requested in the contract and these changes were eventually approved in March. This required considerable effort not only on the part of the contractor, but on the part of the Oregon State Highway Department to obtain the heads that were satisfactory to the Oregon State Highway Department. It took approximately two months after we were notified of where we could obtain heads which were satisfactory substitutes for the ones called for in the contract to be manufactured and delivered on the job.

I am sure you realize that until we had those sprinkler heads installed and the water system operating, grass could not be planted.

If further details are necessary in order to grant this particular request, they will be furnished upon your so informing us.

Very truly yours,

G. ROBERT BRAIN

GRB:sm

RECEIVED
JAN 10 1968
FOR FILING

LEF-22(1)
6828

January 10, 1968

Builders Supply Company
P. O. Box 69
Corvallis, Oregon 97330

Attention: M. H. Marquiss
Secretary

Gentlemen:

This is in reply to your claim letter of January 3 informing us that Oosterwyk Nurseries, Inc., owes you a balance of $147.49 for top soil.

Your letter states this is in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the job and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

Please advise us when your claim has been satisfied.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Oosterwyk Nurseries, Inc. (2)
The Aetna Casualty and Surety Company
Robert B. Clarke

Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

Commissioners

CWH:fkn

NOTED ON CARD
1-10-68

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON
PORTLAND
FRED W. HILL, MEMBER
FELIX

JAN 15 1968

4353

Claim File No.

LSE-22(7)

6828

FILED
JAN 11 1968
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JAN 11 1 03 PM '68
CLAY MYERS
SECRETARY OF STATE

January 10, 1968

Builders Supply Company
P. O. Box 69
Corvallis, Oregon 97330

Attention: M. H. Hampton
Secretary

Gentlemen:

This is in reply to your claim letter of January 3 informing us that Oosterwyk Nurseries, Inc., owes you a balance of $217.40 for top soil.

Your letter states this is in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the job and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

Please advise us when your claim has been satisfied.

Very truly yours,
ORIGINAL SIGNED
FLOYD OLSEN

Floyd Olsen, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
wlm

cc Oosterwyk Nurseries, Inc.
The Aetna Casualty and Surety Company
Robert B. Clarke
Hon. Clay Myers - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
JAN 12 1968
OREGON
STATE HIGHWAY COMMISSION

Builders Supply Co.

POST OFFICE BOX 69 • CORVALLIS, OREGON

READY MIX CONCRETE • PRE-STRESSED CONCRETE • ASPHALT PAVING • SAND, GRAVEL AND LOAM • CRUSHED ROCK • EXCAVATION

ONE HALF MILE EAST OF VAN BUREN STREET BRIDGE ON OLD ALBANY HIGHWAY • TELEPHONE 752-3428

January 3, 1938

Secretary
State Highway Commission
Salem, Oreg.

Re: Corvallis-Newport Sect., Hwy #20
Corvallis Landscaping Proj.
No. 6826

Dear Sir,

This is to notify you that the contractor for the above job, Oosterwick Nursery, owes us a balance of $147.49 for top soil that he picked up here at our plant. This amount is several months overdue and he does not acknowledge any communication we have with him.

We would appreciate it if you would notify his surety on this job.

Sincerely yours,

M. H. Marquiss

M. H. Marquiss, Sec.

RECEIVED
JAN - 4 1938
OREGON
STATE HIGHWAY COMMISSION

LSF-22(1) 6828 C

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Corvallis | | WEEK ENDING: January 6, 1968 |
| | | SECTION PREFIX: 2-0901 |
| HIGHWAY: Corvallis - Newport | | COUNTY: Benton |
| NAME OF JOB: Corvallis Section | KIND OF WORK: Roadside Improvement | |
| CONTRACTOR: Oosterwyk Nurseries | CONTRACT NUMBER: 6828 | FEDERAL AID PROJECT NUMBER: LSF 22(1) |
| DATE OF CONTRACT: May 11, 1966 | DATE WORK STARTED: July 22, 1966 | ESTIMATED COMPLETION DATE: December 13, 1967 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 200 | CALENDAR DAYS USED 438 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 219 |
| PROJECT AUTHORIZATION: $ 126,072.00 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ 107,106.88 | ENGINEERING AUTHORIZATION $ 8,965.12 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: 114,000. w/o Eng. ~~132,000 Total Amt.~~ 132,000 Total Amt. | ENGINEERING COST TO DATE $ 17,500.00 ~~17,000.00~~ | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN 4 % | PERCENT OF AUTHORIZATION 195 % | DATE PROJECT WAS COMPLETED: December 13, 1967 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | Planting | Irrigation |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | | | 100 | 100 |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.63 | | | 1.63 | |
| MILES PARTIALLY COMPLETED | 0.63 | | | 1.63 | |
| MILES COMPLETED | 0.63 | | | All | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 15,000 Cu. Yd. Incl Topsoil | | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | 15,600 Cu. Yd. | | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 15,600 Cu. Yd. | | | | |
| AVERAGE DAILY QUANTITIES | 0 | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | Replacement Planting and weeding complete | | | | |
| NUMBER OF SHIFTS PER DAY | 0 | | | | |
| HOURS PER SHIFT | 0 | | | | |

EQUIPMENT USED DURING THE WEEK: None

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Overcast | | | |
| MONDAY | Partly Cloudy | | | |
| TUESDAY | Overcast | | | |
| WEDNESDAY | Overcast | | | |
| THURSDAY | Overcast | | | |
| FRIDAY | Overcast | | | |
| SATURDAY | Overcast | | | |

Routing: Morgan, Decker, Bone, Barbee, Walker, Swan, Ackerlund, Trout, Storr, Scott, Sweet

RECEIVED
CONSTRUCTION
DIVISION

BEN GIFFORD

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | No Work |
| MONDAY | No Work |
| TUESDAY | No Work |
| WEDNESDAY | No Work |
| THURSDAY | No Work |
| FRIDAY | No Work |
| SATURDAY | No Work |

## REMARKS

FINAL REPORT:

Semi - Final estimate sent to Division Office January 5th, 1968.

SIGNED P.L. MacIntyre LOCATION Corvallis, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
JAN 17 1968

LSF-22(1)
HENRY BAUER
HENRY K. BAUER
ROBERT R. SUNDINGSLAND
6828

BAUER & BAUER
ATTORNEYS AT LAW
612 PORTLAND BUILDING
425 S.W. WASHINGTON STREET
PORTLAND 4, OREGON

TELEPHONE
223-6113

December 29, 1967

Oregon State Highway Department
Salem, Oregon 97310

Attention: Mr. Floyd Query, Secretary
Oregon State Highway Commission

The Aetna Casualty & Surety Company
1201 S. W. 12th Avenue
Portland, Oregon 97205

Oosterwyck Nurseries, Inc.
c/o Mr. Robert Brain
Attorney at Law
902 Norton Building
Seattle, Washington 98104

Gentlemen:

You and each of you are hereby advised that my client, Mr. Henry C. Houser, has a claim against Oosterwyck Nurseries, Inc. in the sum of $2,000.00, plus interest at 6% from June 1, 1967 until paid, for materials, to-wit: Nursery stock, supplied by Rich Northwest Nurseries, Inc., upon contract No. 6828 between Oosterwyck Nurseries, Inc. and the State Highway Commission. This account has been assigned in writing to Mr. Houser.

Mr. Houser intends to file a claim under ORS 279.528 unless the balance due upon this account is paid forthwith.

Completed, 9-29-67
not yet accepted

Yours very truly,

William L. Bauer

cc ✓

NOTED
FLOYD QUERY

HLB:gz

RECEIVED
JAN - 2 1968
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X 10M 6-67

RECEIVED
DEC 11 1967

COMMISSIONERS
GLENN C. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

FILED
DEC 11 1967
CLAY MYERS
SECRETARY OF STATE
LSF-22(1)
6828
Claim File No. 4347

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
DEC 11 10 59 AM '67
CLAY MYERS
SECRETARY OF STATE

December 8, 1967

Vosch Hungry
2170 Ranch Drive
Springfield, Oregon 97477

Gentlemen:

This is in reply to your letter of December 5 stating that Oosterwyk Nurseries, Inc., owes you for plants in the amount of $732.60.

From the description in your letter, this appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6428 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the job and payment of all bills incurred in it. We will advise them of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been satisfied.

Very truly yours,

Floyd Hurry, Secretary
OREGON STATE HIGHWAY COMMISSION

cc The Aetna Casualty & Surety Co.
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Hon. Clay Myers - Please acknowledge receipt of attached claim on enclosed copy of this letter.

NOTED ON CARD
wlw

RECEIVED
DEC 12 1967
OREGON
STATE HIGHWAY COMMISSION

Propagator — — Grower — — Wholesale

Ground Covers A Specialty — Container Grown Stock — Rooted Cuttings

# Ranch Gardens

2170 RANCH DRIVE
PHONE 746-4036
AREA CODE 503
SPRINGFIELD, OREGON 97477

Dec 5 1967

Salem, Oregon State Highway Dept
State Highway Bldg
Salem Oregon

Dear Sir.

We sold some plants to Carthage Nurseries Inc. Nov 2, 1964 for Salem-Corvallis Salem, Corvallis - Newport Highway #6 at Bro. Co. They still owe us 73.60

We understand that you haven't settled with them yet. Sometimes we have trouble about settling. Trying to find out what is going on. If you haven't paid us and haven't time to send any answer, we can write again. Let us know if you might give us some confirmation on the bill up.

Thanking you for any information we might get from you.

Yours truly

RECEIVED
NOV 15 1967
FOR FILING
LSF-22(1)
6828

November 14, 1967

Oliver Fuel Company
304 North 6th Street
Corvallis, Oregon

Attention: Mr. Oliver

Gentlemen:

This will confirm our telephone conversation of yesterday concerning the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

Our records indicate that your claim letter and attached invoice for sawdust in the amount of $2,766 was filed with the Secretary of State on August 17, 1967, and was assigned his File No. 4321.

According to our records, a copy of your claim was forwarded to the Aetna Casualty and Surety Company on August 16, 1967. You indicated that they did not receive a copy; therefore, we are forwarding one to them today.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:wln

cc Aetna Casualty and Surety Company
Robert B. Clarke

RECEIVED
NOV 2 - 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

Claim File # 4338
FILED
1967
CLAY MYERS
LSF-220(9)
6821

RECEIVED
OCT 30 9 49 AM '67
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 27, 1967

Mr. Delbert Cox
Route 2, Box 11
Albany, Oregon

Dear Mr. Cox:

This is to acknowledge receipt of your letter of October 23 addressed to Mr. R. D. Asburry, Division Engineer, stating that Oosterwyk Nurseries, Inc., owes you for 120 yards of manure at $.75 a yard.

You state this was furnished on the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the job and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing. This filing will protect your claim under the bond.

Please notify this office when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: [illegible]

RECEIVED
OCT 31 1967
OREGON
STATE HIGHWAY COMMISSION

2-0901

Albany. Oregon
October 23-1967

Mr. R. D. Asbury;
Dear Sir;

I am writing you in Regard to Pete Oosterwyk who had Contract no. 6268 for the Corvallis section for road side Improvement at Corvallis, Ore in Benton County.

Mr. Oosterwyk came to us and purchased barn yard manure from us at 75¢ a yard he hauled 120 yards for the project.

We havnt seen or heard of Mr Oosterwyk since, and would like very much to have our pay.

Hoping you can help us in this matter.

Sincerly
Delbert Cox
Rt 2 Box 11
Albany. Oregon

RECEIVED
OCT 25 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DIVISION ENGINEER - Division No. 2
OCT 23 1967
ROUTING
ASBURY ☐ WILMER ☐ BOYD ☐
CANFIELD ☐

RECEIVED
OCT 27 1967
FOR FILING

LSF-221
6828

October 26, 1967

Wood Nursery Company
819 N. E. 122nd Avenue
Portland, Oregon 97230

Gentlemen:

Thank you for your letter of October 23 advising us that your claim against Oosterwyk Nurseries, Inc., has been paid in full.

You state this is in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

Our records indicate that your claim was for nursery stock in the amount of $870.

We will advise the surety, agent, and principal contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners

CWH:gc

NOTED ON CARD
K.C. 10-26-67

**WOOD NURSERY COMPANY**
Phone 254-9733
819 N. E. 122nd Avenue
PORTLAND, OREGON 97230

Oct 23, 1967

Dear Sirs,

This is To notify you That my claim
Against Oosterwyk Nurseries Inc. on Contract
# 6888 has been paid in Full.

Thank you for your cooperation.

Very Truly yours
E A Wood
Wood Nrsy Co.

NOTED
FLOYD QUERY

RECEIVED
OCT 26 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
OCT 12 1967
FOR FILING

LSF-22(1)
6828

October 11, 1967

Weatherford, Thompson, Horton
& Jordan
Attorneys at Law
130 W. First Avenue
Albany, Oregon 97321

Gentlemen:

Thank you for your letter of October 6 informing us that the claims of Albany Rock Products and M. O. Salmon have been settled and paid in full on State Highway Contract Nos. 6828 and 6840.

This appears to be in reference to the following claims:

Contract No. 6828, M. O. Salmon claim for embankment and topsoil, labor and culverts in the amount of $13,086.

Contract No. 6840, M. O. Salmon claim for equipment rental and pit run in the amount of $2,836.24. Albany Rock Products claim for crushed rock in the amount of $11,104.86.

This information is being noted in the records and we will advise the principal contractor and the surety of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc. (2)
Commissioners

NOTE ON CARD
G. C. 10-11-67

CWH:gc

J. R. WEATHERFORD, (1875-1953)
MARK V. WEATHERFORD, (1910-1965)
J. R. WEATHERFORD
ORVAL N. THOMPSON
HARRISON M. WEATHERFORD
JOHN B. HORTON
JAMES H. JORDAN

WEATHERFORD, THOMPSON, HORTON & JORDAN
ATTORNEYS AT LAW
130 W. FIRST AVENUE
ALBANY, OREGON 97321

POST OFFICE BOX 667
PHONE 926-2565

October 6, 1967

State Highway Department
State of Oregon
Salem, Oregon 97310

Re: Contract No. 6840
Contract No. 6828
Claims filed by M. O. Salmon.

Gentlemen:

This will advise you, as attorneys for Albany Rock Products and M. O. Salmon, that all of the above claims have been settled and paid in full.

Very truly yours,

James H. Jordan.

jc

cc: Aetna Life Ins. Co.
G. Robert Brain, Attorney
for Aetna Life Ins. Co.

NOTED
FLOYD QUERY

RECEIVED
OCT 9 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
SEP 28 1 12 PM '67
CLAY MYERS
SECRETARY OF STATE

Claim File # 333
FILED
SEP 2 - 1967
LSF CLAY MYERS
SECRETARY OF STATE
6828

September 25, 1967

Corvallis Sand & Gravel Co.
P. O. Box 691
Corvallis, Oregon

Attention: Mr. William L. Souvey

NOTED ON CARD
WLS

Gentlemen:

This is to acknowledge receipt of your claim letter of September 20 and attached purchasing tickets stating that Oosterwyk Nurseries, Inc., owes you $584.12 for material and equipment. You state this is in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of your claim, and we will also forward it to the Secretary of State for filing.

Please let us know when this claim has been satisfied.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:wln

RECEIVED
SEP 29 1967
OREGON
STATE HIGHWAY COMMISSION

cc The Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.

Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

NOTED
C. W. HEAD

JOHN H. GALLAGHER, JR., President
DONALD A. GALLAGHER, Sec. Treas.

CORVALLIS
SAND & GRAVEL CO.

POST OFFICE BOX 691 . . . CORVALLIS, OREGON

ESTABLISHED
1911

AREA CODE 503

TELEPHONE
753-7355

September 20, 1967
In Our 56th Year

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. Head

Re: Oosterwyk Nurseries, Inc.
Past Due $584.12
Contract Number 6828

Dear Mr. Head:

This letter is in reference to the past due account with Oosterwyk Nurseries, Inc., the contractors for the Oregon State Highway Department's roadside improvement contract #6828 on Route 20 in Corvallis, Oregon. The $584.12 represents material purchased by Oosterwyk Nurseries, Inc. for use on this project. We have explored all possibilities for collecting this account with no response. Would you please file this claim for us and enter it into your records.

Sincerely,

CORVALLIS SAND & GRAVEL COMPANY

William L. Souvey

William L. Souvey
Credit Department

WLS/ls
Encl. Purchasing Tickets

RECEIVED
SEP 11 1967
OREGON
STATE HIGHWAY COMMISSION

# Corvallis Sand and Gravel Co.

ASPHALT PAVING
TRANSIT-MIX CONCRETE
BUILDING MATERIALS

PHONE
OFFICE 753-7355

P. O. Box 691
CORVALLIS, ORE.

Invoice and Delivery Receipt

Date 7/13 19 67 Job No.

Sold to Oosterwyck Nursery

Mailing Address

Delivery Address Reap

| YDS. | | @ | AMOUNT | |
|---|---|---|---|---|
| | CONCRETE SAND — MIX | | | |
| | GRAVEL | | | |
| | MASON SAND | | | |
| 78.80 | CRUSHED ROCK | | 177 | 47 |
| | SACKS CEMENT | | | |
| | TONS, ASPHALT _____ MIX | | | |
| 9.65 Tons | 3/4 - 0 | | 28 | 95 |
| 8 1/2 hrs. | Equipment Dale Paul | | 102 | 00 |
| | | | $ 308 | 42 |

A lien may be claimed for all labor, rental and material furnished Oregon Code, as amended, O. R. S. 87.005 and following.
1% interest per month will be charged on accounts over 30 days old.

109242 Driver

Accepted for Purchaser

7SM 7/68 OFFICE COPY MBF

# Corvallis Sand and Gravel Co.

ASPHALT PAVING
TRANSIT-MIX CONCRETE
BUILDING MATERIALS

PHONE
OFFICE 753-7355

P. O. Box 691
CORVALLIS, ORE.

Invoice and Delivery Receipt

Date 7-12- 19 67 Job No.

Sold to Oosterwyk Nursery

Mailing Address

Delivery Address Reap

| YDS. | | @ | AMOUNT |
|---|---|---|---|
| 80.8 | CONCRETE SAND — MIX | | |
| 19.85 | Cu. yds. 1½ - 0 | | 179.70 |
| | MASON SAND | | |
| | CRUSHED ROCK | | |
| | SACKS CEMENT | | |
| | TONS, ASPHALT _____ MIX | | |
| | Equipment | | 96.00 |
| 8 hr. | Mixer | 96. | |
| | | | 275.70 |

A lien may be claimed for all labor, rental and material furnished Oregon Code, as amended, O. R. S. 87.005 and following.
1% interest per month will be charged on accounts over 30 days old.

109222 Driver

Accepted for Purchaser

7SM 7/68 OFFICE COPY MBF

RECEIVED
SEP 11 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-1

RECEIVED
AUG 23 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Claim File #432
FILED
AUG 17 1967
CLAY MYERS
SECRETARY OF STATE

LSE-22(1)
6829

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
AUG 17 4 02 PM '67
CLAY MYERS
SECRETARY OF STATE

August 16, 1967

Oliver Fuel Company
504 North 6th Street
Corvallis, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of August 14 and attached invoice stating that Oosterwyk Nurseries, Inc., owes you for sawdust in the amount of $2,766.

From the description given in your letter, this appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828, for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the project and payment of all bills incurred in it. We will notify them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

Please notify this office when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

PHONE 3-6842

504 N. 6TH

*Oliver Fuel Company*

SAWDUST

CORVALLIS, OREGON

August 14, 1967

State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query

Dear Mr. Query:

This letter is in regards to the telephone conversation with you concerning Oosterwyck Nurseries Inc., delivery of sawdust on State Highway 34 West. Beginning at interchange on South 3rd & 4th Street in Corvallis, Ore., and continuing west on Philomath Road to approximately 39th St.

The amount of sawdust delivered on this Project was 345 units @ $8.00 per unit and two dump truck loads @ $3.00 per load. The total on this bill is $2,766.00. Enclosed you will find a copy of this statement.

All statements mailed to Oosterwyck Nurseries Inc. have been ignored. Telephone calls have been made but to no avail.

Your helph in this matter will be most appreciated.

Yours very truly

OLIVER FUEL COMPANY

Charles W. Oliver

CHARLES W. OLIVER
Partner

RECEIVED
AUG 15 1967
OREGON
STATE HIGHWAY COMMISSION

IN ACCOUNT WITH

# Oliver Fuel Co.

SAWDUST

504 No. 6TH PHONE 3-6842

CORVALLIS, OREGON _____, 196__

Osterwyck Nurseries Inc
12421 Juanita Dr N.E.
Kirkland, Washington

| | | | DR. | CR. |
|---|---|---|---|---|
| May | 22 | 15 units sawdust | | |
| " | 23 | 33 " " | | |
| " | 24 | 36 " " | | |
| " | 25 | 39 " " | | |
| " | 26 | 39 " " | | |
| " | 27 | 30 " " | | |
| " | 29 | 33 " " | | |
| " | 31 | 42 " " | | |
| June | 1 | 39 " " | | |
| " | 2 | 39 " " | | |
| | | 345 units @ 8.00 | 2760.00 | |
| June | 12 | 2 dump truck lds @ 3.00 | 6.00 | |
| | | | 2766.00 | |

RECEIVED
AUG 15 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 10 1967
COMMISSIONERS
FOR FILING
KENNETH N. FRIDLEY, MEMBER
SALEM

ZSE-22(1)

6828

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 9, 1967

RECEIVED
AUG . 1967
CONSTRUCTION
DIVISION

Routing
FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL
Scott
Wills
Litchfield
Olson

F. B. KLABOE

NOTED

Mr. Weber Cosborough
Cosborough Nurseries, Incorporated
[illegible] Sunnita Drive Northeast
[illegible], Washington 97033

Subject: Corvallis Section
Corvallis-Newport Highway
Contract No. 6828

Dear Mr. Cosborough:

In response to your July 14 letter alleging the subject project as being completed, a final inspection was held at 1:00 p.m., August 1, 1967. In attendance were Mark Astrup, Landscape Engineer, O.S.H.D., Gerald Wimer, Assistant Landscape Engineer, O.S.H.D., the undersigned, James Turpen, Inspector, O.S.H.D., and yourself.

Mr. Wimer pointed out the inspection was to cover all phases of the contract except establishment period work for both the lawns and shrubs. These establishment periods in accordance with the contract extend beyond the time specified for completion of the basic contract. If the contract had been found satisfactorily completed except for the establishment period work, the calendar day count would have been terminated. Mr. Wimer also offered to count the shrubs killed by bad that were presentable and for which payment would be computed in accordance with the contract in a semi-final estimate. You indicated this was unnecessary.

When Mr. Astrup pointed out [illegible] that was not weeded as should be done for a final inspection (and where a weed free condition, according to the contract, is to be maintained throughout the establishment period), you flew into a rage, accusing him of being personal, you became loud, shouting obscenities, and walked off from further participation in the final inspection, and subsequently threatened to remove all the materials that you had placed on this project. In your absence, the final inspection was completed with the finding, as you were notified, that the project, other than the establishment period work was not acceptable

The item that is not acceptable at this time is the lawn areas. It is not as smooth as called for by the specifications and until this smoothness is achieved by methods of your choosing, it can not be accepted.

REFERRED TO
Porter
BY ASST. STATE HWY. ENGR
Rfp

...r Costerwyk
...e 2
...st 1, 1967

...project is not accepted in its ...er than the above described establishment period work, all other phases of the contract are not accepted at this time and will be subject to reinspection when you have the entire project, other than the establishment period work, brought simultaneously to a condition meeting the specifications. Until this condition is met and the project, other than the establishment period work, accepted, calendar day charges will continue and you are expected and directed to maintain the entire project. Any damages or losses occurring should you not perform such maintenance is your responsibility.

Very truly yours

L. L. MacIntyre

cc C. Robert Brain
Aetna Casualty & Surety Co.
921 Yeon Building, Portland 97204
F. D. Morgan
L. H. Young
R. D. Asburry
H. H. Astrup
Wallace N. Bryand

RECEIVED
AUG 8 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 3 1967
FOR FILING

LSA-22(1)
4824

August 2, 1967

Christenson Fuel Co.
215 North 4th
Corvallis, Oregon

Gentlemen:

Thank you for your letter of July 27 informing us that you have received a check from Oosterwyk Nurseries, Inc., in full payment of your claim for sawdust delivered on Contract No. 6828.

Our records indicate this claim was for $168 filed against the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

This information is being noted in our records, and we will advise the surety, agent, and principal contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:wln

cc The Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners

NOTED ON CARD
wln

S. E. CHRISTENSON
PROPRIETOR

C. V. CHRISTENSON
PROPRIETOR

# CHRISTENSON FUEL CO.

~~GAZETTE-TIMES BUILDING~~ 215 N 4

PHONE 3-7393

CORVALLIS, OREGON

July 27, 1967

State Highway Department

Gentlemen: Att'n: Mr. Query

This is to state we received a check from the Oosterwyk Nurseries, Inc., July 26, in full payment of our claim for sawdust delivered on Contract No. 6828.

Thanking you for your attention to this matter, we are

Yours truly

CHRISTENSON FUEL COMPANY

by _____ Owner

CVC:r

Cc please reply

NOTED
FLOYD QUERY

RECEIVED
JUL 28 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 26 1967
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. HUBBELL, MEMBER
VALE
DAVID B. SIMPSON, MEMBER
PORTLAND
FOR FILING

Fred W. Hill
Helix
6429

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JUL 24 8 39 AM '67
CLAY MYERS
SECRETARY OF STATE

July 21, 1967

Christenson Fuel Company
215 N 4
Corvallis, Oregon

Claim File # 4-312

FILED
JUL 24 1967
CLAY MYERS
SECRETARY OF STATE

NOTED ON CARD

Gentlemen:

This is in reply to your letter of July 17 stating that Oosterwyk Nursery, Inc., owes you $168.00 for sawdust.

Your claim letter states this is in reference to our Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the project in payment of all bills incurred in it.

We will advise the surety of the receipt of your claim and we will also forward it to the Secretary of State for filing.

Please inform this office when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JUL 25 1967
OREGON
STATE HIGHWAY COMMISSION

cc: The Aetna Casualty and Surety Company
Mr. Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

B. E. CHRISTENSON
PROPRIETOR

C. V. CHRISTENSON
PROPRIETOR

# CHRISTENSON FUEL CO.

GAZETTE-TIMES BUILDING 215 N 4

PHONE 3-7393

CORVALLIS, OREGON

JULY 17, 1967

STATE HIGHWAY DEPT

SALEM, OREGON ATT'N: FLOYD QUERY

DEAR SIR:

PER TELEPHONE CONVERSATION JULY 16, REGARDING SAWDUST SOLD THROUGH OOSTERWYCK NURSERY INC., DELIVERED ON CONTRACT NO.6828. THE DATA YOU REQUESTED IS AS FOLLOWS:

| | | | |
|---|---|---|---|
| MAY 23, 1967 | 6 units sawdust | @ $7.00 | $ 42.00 |
| MAY 24, " | 18 " | " " | 126.00 |
| | | TOTAL | $168.00 |

THANKING YOU FOR YOUR ATTENTION TO THIS MATTER, WE ARE

YOURS TRULY

CHRISTENSON FUEL COMPANY

C. V. Christenson, Owner

CVC:r

RECEIVED
JUL 19 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 18 1967
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Claim File #4305

FILED
ORS 370.(1)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JUL 14 1 02 PM '67
CLAY MYERS
SECRETARY OF STATE

July 13, 1967

Wood Nursery Company
819 N. E. 122nd Avenue
Portland, Oregon 97230

NOTED ON CARD

Gentlemen:

This is to acknowledge receipt of your claim letter of July 10 stating that Oosterwyk Nurseries, Inc., owes you $870 for Arctostaphylos uva-ursi State Hybrid furnished on the roadside improvement project on the Corvallis Section.

This appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828, for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract which is given to assure completion of the contract and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing. This filing will protect your claim under the bond.

Please advise this office when your claim has been paid.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Oosterwyk Nurseries, Inc.
The Aetna Casualty and Surety Company
Robert B. Clarke
Hon. Clay Myers

NOTED
C. W. HEAD

RECEIVED
JUL 17 1967
OREGON
STATE HIGHWAY COMMISSION

# WOOD NURSERY COMPANY

Phone 254-9733
819 N. E. 122nd Avenue
PORTLAND, OREGON 97230


July 10, 1967

Oregon State Highway Commission
Salem, Oregon

No. 6815

Dear Sirs;

I would like to enter a claim against the Oosterwyk Nursery Inc., Carnation, Washington for the sum of $870.00 which represents the balance owing on a quantity of Arctostaphylos uva-ursi State Hybrid furnished on October 27, 1966 for Roadside improvement in the Corvallis Section.

Would you please advise me of what steps I should take.

Very truly yours,

Edsal A. Wood

Edsal A. Wood
Wood Nursery Co.


RECEIVED
JUL 11 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 5 - 1967
FOR FILING

LSF-22 (1)
6828

June 2, 1967

Corvallis Sand and Gravel Company
P. O. Box 691
Corvallis, Oregon

Gentlemen:

Thank you for your letter of May 26 informing us that Oosterwyk Nurseries, Inc., have paid their account in full in the amount of $1,300.81.

Our records indicate that this is in reference to the Oosterwyk Nurseries, Inc., Contract No. 6828 for roadside improvement in Corvallis on the Corvallis-Newport Highway in Benton County.

This information will be noted in our records and we will advise the surety and principal contractor of the receipt of your letter.

Very truly yours,

Floyd Smary, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Oosterwyk Nurseries, Inc.
Aetna Casualty and Surety Company
Robert B. Clarke
Commissioners

CWH:gc

NOTED ON CARD
R.C. 6-2-67

MEMO

FROM THE DESK OF

# CORVALLIS SAND AND GRAVEL CO.

P. O. BOX 691 - CORVALLIS, OREGON

PHONE PLaza 3-7355

2119

☐ John H. Gallagher, Jr.
☐ Donald A. Gallagher
☒ Bill Souvey

DATE 5-26-'67

TO MR. FLOYD QUERY

SUBJECT OOSTERWYK NURSERIES

DEAR MR. QUERY,

I HAVE ENCLOSED A COPY OF OOSTERWYK'S CHECK TO US FOR PAYMENT IN FULL. THANK YOU FOR YOUR ASSISTANCE & CO-OPERATION.

SINCERELY,
WILLIAM L. SOUVEY
CREDIT DEPT.
C.S.&G.

REPLY

RECEIVED
MAY 29 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

OOSTERWYK NURSERIES, INC.
12420 JUANITA DRIVE N. E. VA. 2-7088
KIRKLAND, WASHINGTON

No 3132

19-13
1250

DATE May 10 1967

PAY TO THE ORDER OF Corvallis Sand & Gravel Company $ 1300 81/100

REGISTERED SP12809 1300 DOLLS 81 CTS DOLLARS

OOSTERWYK NURSERIES, INC.

CANADIAN IMPERIAL
BANK OF COMMERCE
SEATTLE, WASHINGTON

Robert Van
Joan Oosterwyk

⑆1250⑈0013⑆ 132 458 0⑈

FORM 4 BANK CHECK SUPPLY

RECEIVED
MAY 29 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-123

RECEIVED
MAY 23 '67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Claim File #4299
FILED
MAY 1 1967
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
MAY 19 8 13 AM '67
CLAY MYERS
SECRETARY OF STATE

May 18, 1967

Corvallis Sand & Gravel Company
Post Office Box 691
Corvallis, Oregon

Attention: Mr. William L. Souvey
Credit Department

NOTED ON CARD
WLS

Gentlemen:

This is to acknowledge your letter of May 16 concerning your claim of $1,300.81 against Oosterwyk Nurseries, Inc., on what appears to be our Contract No. 6828 for roadside improvement on the Corvallis-Newport Highway in Benton County.

This contract has not been completed and as of December 10, 1966, the contractor had been paid $77,094.67. As of the same date, we had retained $7,845.29. No estimate has been received since December 10.

By a copy of this letter, we are filing your claim with the Secretary of State and it will also be entered in our records. This is to comply with the law for filing of claims to come under the protection of the bond furnished with the contract. We also will notify the surety and the contractor that your claim has been filed.

It is not possible for us to issue a check for the amount of your claim as estimate amounts payable each month are not split, and also because it would be necessary to secure the written consent of the surety to such an assignment.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
MAY 22 1967
OREGON
STATE HIGHWAY COMMISSION

FQ:gc
cc: The Aetna Casualty and Surety Co.
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Hon. Clay Myers ✓ Please acknowledge receipt of this claim on the enclosed copy of this letter.

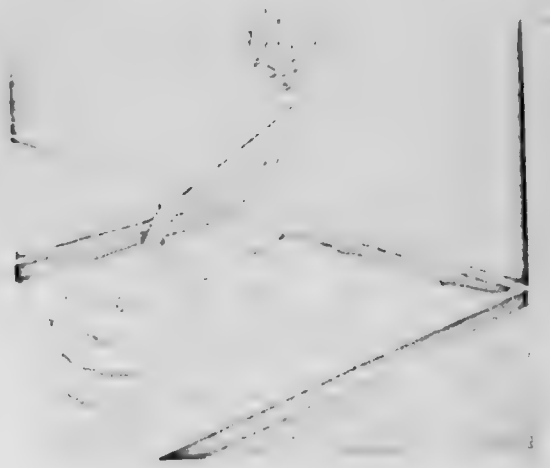
NOTED
C. W. HEAD

JOHN H. GALLAGHER, JR., President
DONALD F. GALLAGHER, Sec. Treas.

ESTABLISHED
1911

PHONE
753-7555

POST OFFICE BOX 591 . . . CORVALLIS, OREGON



May 16, 1967
In Our 56th Year

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
State Highway Department
Salem, Oregon 97310

Re: Oosterwyk Nurseries, Inc.
Past Due $1,300.81
Highway 20 Beautification,
Corvallis

Dear Mr. Query:

I am enclosing a copy of the last letter I wrote to Oosterwyk Nurseries about this account and the envelope it was mailed in. Several attempts were made to deliver the letter without any success. I have also notified Paul Ratliffe of Aetna Casualty & Surety Company in Portland, Oregon of our position with Oosterwyk Nurseries.

The $1,300.81 represents purchase of materials in November and December of 1966 for the project mentioned above. Would you please tell us how much money you have paid Oosterwyk on this project and how much money is still due him? Would it be possible to make a joint check for the above amount in both of our names? We have explored all possibilities of collecting this account with no response. Our only action left is to turn this over to our attorney for collection and possible suit.

Please let us hear from you regarding this matter, so we may act accordingly.

5-18-67
Initiat. for work done to 12/10/66 — 77,011.67 — 7845.27
Retainage

Sincerely,

CORVALLIS SAND & GRAVEL COMPANY

William L. Souvey

William L. Souvey
Credit Department

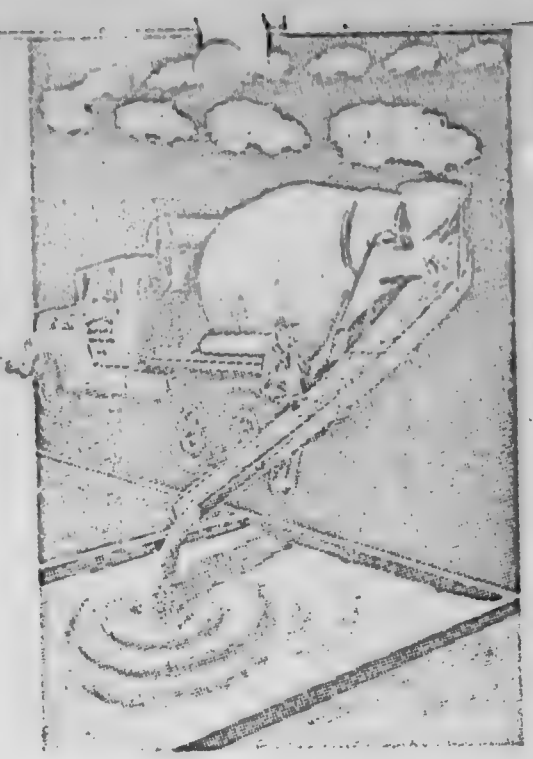
WLS/lmc
Enclosures

RECEIVED
MAY 17 1967
OREGON

JOHN H. GALLAGHER, JR., President
DONALD A. GALLAGHER, Sec. Treas.

# CORVALLIS SAND & GRAVEL CO.

POST OFFICE BOX 691 . . . CORVALLIS, OREGON



ESTABLISHED
1911

AREA CODE 503

TELEPHONE
753-7355

April 14, 1967
In Our 56th Year

Oosterwyk Nursery, Inc.
1242 Juanita Drive N. E.
Kirkland, Washington 98033

Re: Contract No. 6828
Past Due $1,300.81

Gentlemen:

We have not received any word from you regarding our certified letter to your company dated March 8, 1967. The $1,300.81 past due represents material purchased by your firm for the Oregon State Highway Department Roadside Improvement, Contract No. 6828 on Route #20 in Corvallis, Oregon. The materials were delivered in November and December of 1966.

Please make arrangements to pay this account in full by May 1, 1967, or we will be forced to turn this account over to our attorney for collection and suit, if required.

Sincerely,

CORVALLIS SAND & GRAVEL CO.

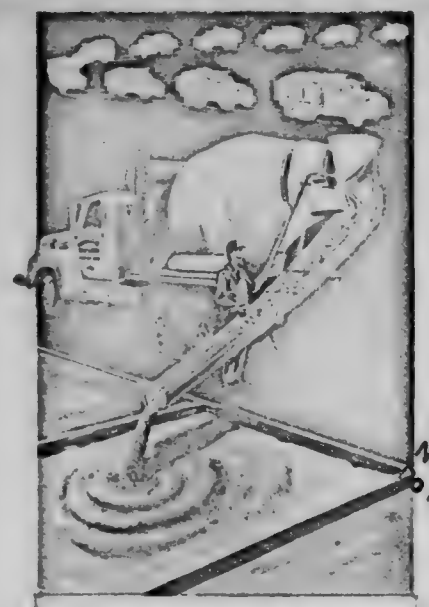
William L Souvey

William L. Souvey
Credit Department

WLS/lmc

cc: Paul Ratliffe, Aetna Casualty & Surety Company

RECEIVED
MAY 17 1967
OREGON
STATE HIGHWAY COMMISSION



CORVALLIS
SAND & GRAVEL CO.
CORVALLIS, OREGON 97330

AIR MAIL

RETURNED TO WRITER

REASON CHECKED
Unclaimed
Unknown
Insufficient address
Moved, Left no address
No such post office in state
Refused
Do not remail in this env

CERTIFIED
No. 798907
MAIL

MAY 2 1967

CORVALLIS APR 14 '67 OREG.

U.S.POSTAGE .38

4/15/67
1st Notice
2nd Notice A-20
Return 4-30-67

Oosterwyk Nursery, Inc.

1242 Juanita Drive N. E.

Kirkland, Washington 98033

RECEIVED
MAY 17 1967
OREGON
STATE HIGHWAY COMMISSION

JOHN H. GALLAGHER, JR., President
DONALD A. GALLAGHER, Sec. Treas.

# CORVALLIS
## SAND & GRAVEL CO.

POST OFFICE BOX 691 . . . CORVALLIS, OREGON

ESTABLISHED
1911

AREA CODE 503

TELEPHONE
753-7355

March 8, 1967
In Our 56th Year

Oosterwyk Nursery Inc.
1242 Juanita Drive N. E.
Kirkland, Washington 98033

Re: Contract #6828
Past Due $1300.81

Gentlemen:

This letter is to inform you of your past due balance of $1300.81. This represents material supplied to you for the Oregon State Highway Department Roadside Improvement, Contract #6828, on Route 20 in Corvallis, Oregon. This material was purchased in November and December of 1966 and we understand that you have received payment for the portion of work completed.

Please favor us with your check for the full amount of $1300.81 by immediate return mail.

Sincerely,

CORVALLIS SAND & GRAVEL CO.

William L. Souvey
Credit Department

WLS/lmo

cc: Floyd Query, Secretary, Oregon State Highway Department
L. C. MacIntyre, Resident Engineer, Oregon State Highway Department
Paul Ratliffe, Aetna Casualty and Surety Company

RECEIVED
MAR 13 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible]
PUBLIC FILING
[illegible]
6727

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] have also prepared a summary sheet showing the status of contracts related to [illegible], as to completion, acceptance, training, etc. A copy of this summary is attached.

If you have further questions concerning these contracts, do not hesitate to call us.

Very truly yours,

[illegible]

[illegible]

cc Mr. F. D. Morgan
Attn: Mr. John Bond
Mr. [illegible]
Mr. L. H. [illegible]
Attn: Mr. Vince Gallagher
Mr. F. B. Klabbe

Status of Contracts Awarded to Oosterwyk Nurseries, Inc.
Bonded by Aetna Casualty & Surety Co.

March 7, 1967

| Contract No. | | |
|---|---|---|
| 6730 | Cabin Creek Rest Area - Completed 9-1-66 - Accepted 3-6-67<br>Final Voucher sent to Contractor 3-2-67 for..... | $4,662.81 |
| 6735 | Gettings Creek Rest Area - Completed 9-1-66 - Accepted 12-8-66<br>Final Voucher sent to Contractor 12-6-66 for..... | $1,071.83 |
| 6746 | Screen planting Columbia River Highway - Completed 5-11-66 - Not yet accepted pending Bureau of Public Roads acceptance<br>Final Voucher sent to Contractor on 1-12-67 for..... | $1,000.26 |
| 6819 | Cornelius Pass-Barnes Road, 3.5% Complete<br>Amount retained as of 3-7-67..... | $ 398.90 |
| 6828 | Corvallis section, 75% Complete<br>Amount retained as of 3-7-67..... | $7,845.29 |
| 6840 | Santiam Rest Area, Completed 12-31-66 - Not yet accepted. Contractor has not signed six items including Price agreement #11, Certif. of materials, and letter certifying payrolls.<br>Amount retained as of 3-7-67..... | $14,980.29 |

CLAIMS FILED WITH HIGHWAY DEPARTMENT AGAINST OOSTERWYK NURSERIES, INC.,
UNPAID AS FAR AS WE KNOW. 3-7-67

CONTRACT 6730
Cabin Creek Rest Area

| | | | |
|---|---|---|---|
| 5-24-66 | Cecil Saxon, Jr. | | $3,640.00 |
| 6-3-66 | Cecil Saxon, Jr. (also involves Contract 6735) | | 1,203.00 |
| 7-21-66 | Casey Jones Well Drilling Co. | | 3,602.43 |
| 10-14-66 | John D. Patton | | 821.98 |
| 9-19-66 | Nelson Electric Shop (also involves Contract 6735) | | 1,806.10 |
| 10-13-66 | Nelson Electric Shop (also involves Contract 6735) | | 1,805.10 |
| 12-14-66 | Cecil Saxon, Jr. - Payment Received (also involves Contract 6735) | $4,069.80 | |

CONTRACT 6735
Gettings Creek Safety Rest Area

| | | | |
|---|---|---|---|
| 5-24-66 | Cecil Saxon, Jr. | | 3,640.00 |
| 6-3-66 | Cecil Saxon, Jr. (involves Contract 6730) | | 1,203.00 |
| 6-21-66 | Bob's Decorator Center | | 198.11 |
| 7-8-66 | Bob's Decorator Center - Payment Received | 189.71 | |
| 9-19-66 | Nelson Electric Shop (involves Contract 6730) | | 1,806.10 |
| 10-13-66 | Nelson Electric Shop (involves Contract 6730) | | 1,805.10 |
| 12-14-66 | Cecil Saxon, Jr. - Payment Received (involves Contract 6730) | 4,069.80 | |

CONTRACT 6828
Corvallis Roadside Improvement

| | | |
|---|---|---|
| 11-25-66 | M.O. Salmon | $ 13,086.00 |

CONTRACT 6840
Santiam Safety Rest Area

| | | |
|---|---|---|
| 10-1-66 | Wilbert J. Collette Painters Company | 1,450.00 |
| 11-9-66 | Salem Black Top Paving Co., Inc. | 29,098.62 |
| 11-25-66 | M.O. Salmon | 2,836.24 |
| 11-25-66 | Albany Rock Products | 11,104.86 |
| 12-16-66 | Floyd Grahm Constr. Co. | 8,251.63 |
| 1-5-67 | Frank Niemeyer | 484.87 |
| 1-6-67 | Roy Peterson Plumbing & Heating Company | 2,799.85 |
| 1-25-67 | Albany Concrete Products, Inc. | 5,246.95 |

FORM E-735X REV 7-66

RECEIVED
FEB 28 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID E. (illegible)
PORTLAND

Loc. 22 (1)

6828

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 24, 1967

Mr. O. Robert Brain
Attorney at Law
902 Norton Building
Seattle Washington 98104

Re: Corvallis Section
Contract No. 6828

NOTED
F. B. KLABOE

Dear Mr. Brain:

I will try to answer some of the questions in your February 13 letter and briefly explain our position to date concerning the request for time extension on this project.

The contract is dated May 11, 1966. The first work started on July 22, or an elapse of almost 2-1/2 months. The contract included sizeable quantities of items such as embankment in place and topsoil, which we think could have been in progress much earlier than they were actually started, which would have permitted earlier progress on other items.

Inclement weather is not necessarily a valid reason for extension, but our analysis of the prevailing weather shows that work could have been effectively performed on more days than were utilized. Factual climatological data with dates and rainfall amounts would be needed to substantiate your contention that excessive rainfall occurred during November and December.

We cannot confirm that sawdust is not available. Contractors on other projects are apparently finding sources of it as this is our first indication of of any scarcity. Here again, specific data is needed such as the names of suppliers contacted and when, and statements from them substantiating non-availability.

To obtain reconsideration of a time extension request, the contractor may submit a formal request on our Form E-320 to the Resident Engineer and include new information or analysis to support it.

As to the present status of this project, our records indicate that calendar days continue to accrue. No stop work order has been issued to my knowledge.

JAB:sg
cc: F.B. Klaboe
R.D. Asburry
L.L. MacIntyre

Very truly yours,
F.D. Morgan
Construction Engineer
By
John A. Bond
Staff Assistant

RECEIVED
FEB 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

LAW OFFICES
MERGES, BRAIN & HILYER

EDWARDS E. MERGES
G. ROBERT BRAIN
GALE P. HILYER, JR.

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

February 13, 1967

Routing

RECEIVED
FEB 15 1967
CONSTRUCTION
DIVISION

Department of Highways
State of Oregon
Salem, Oregon 97130

Attention: Mr. Bond

Re: Contract No. 6819 & 6828

Dear Mr. Bond:

As you recall in our telephone conversation on February 2, 1967, I discussed these particular contracts with you as they had been covered in my letter to the State Highway Department before.

At the time we wrote the State Highway Department, we requested an extension of time for several reasons:

1. It was impossible to prepare the plants for the ground due to the fact that no winter season occurred in the time of November and December of this year so that the plants could not be properly dug and burlaped for shipment to the job because as you know a tree has to be in a dormant state before it can be properly transferred from thenursery to the job.

2. We further requested an extension because the excessive amounts of rain during this period had made the banks in both jobs impossible to work on and we could not put our men or equipment there to dig the holes properly to plant the material.

3. As we pointed out on the Corvalis job, there is at this time, absolutely no sawdust available to use on the job within a reasonable area of the job.

4. Lawns could not be installed because the water meter was delayed until October 25, which was beyond the growing season of the lawn and that had to be put off until the Spring, which was not the fault of Oosterwyk Nurseries whatsoever.

In our conversation I pointed out to that subsequently we received a stop order on job No. 6819-Cornelius Pass because the banks were recognized by the Project Engineer as being in a condition to make it unworkable.

On job No. 6828, Mr. Asburry, Project Engineer, wrote informing us that the soil was too wet and did feel that no further work could be done on the project at that time and we were informed that we would receive a stop work order if we would agree to be responsible for the wash outs which of course we would not do, so no stop work order was received. Nevertheless, I rather understood from the conversations I had with you on the telephone that in both cases stop work orders are in effect at the present time.

I would appreciate your confirming this in writing.

On February 1, letters were received from Mr. Query, Secretary of the Oregon State Highway Commission, denying our request for an extension of time after consideration of the recommendation of the engineers and other available information.

It is our opinion that this is an unfair and unreasonable decision and we intend to take the necessary steps to contest that decision. In order to do so, it would be, we feel, necessary before further requests are made to the Highway Commission or to appeal the matter on to the courts that we have a copy of the recommendation of the engineers and the other available information that is referred to therein. I would therefore appreciate if on these two jobs this material be furnished to us immediately and further that this letter be considered our request for a reconsideration by the Oregon State Highway Commission at which time we would appreciate being able to present our side of the matter to the Commission so that they will see the reasons for which we are asking the request.

The thing that disturbs me, Mr. Bond, is that we feel there has been a denial of our request without any adequate representation on our part as to the reasons for the request except the letters that have been sent. These are valid claims and we desire the right to present them to the Highway Commission before appealing their decision.

I will point out further in this letter that in order to facilitate the problems we have on closing the various jobs,

I am going to consider each one individually or grouped as they are in this case where they involve the same matter. Therefore I will not in this letter cover any of the other problems, but merely these two and I would appreciate it if you could send me the information requested herein.

Very truly yours,

G. ROBERT BRAIN

GRB:sm

1423

FORM E-30X—80M—7-66 BP*23657-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1967

To: MEMO TO THE FILES

SUBJECT: Oosterwyck Nurseries Contracts

At Mr. Klaboe's request, the contents of Mr. G. Robert Brain's January 25 letter to Mr. Cooper were discussed with Mr. Brain by telephone February 1. The current status of the records and payments on six projects were discussed as follows:

Contract No. 6730: Cabin Creek Rest Area (Bridge Division)

I advised Mr. Brain that the contractor's PR-47 form was just received January 30. I had previously learned that the Resident Engineer was holding the semifinal data, waiting for the return of some late price agreements which had been submitted to the contractor for the second time after the first ones were apparently lost. Mr. Brain advised that all but one of these had just been returned to the Resident, and he had written to him about one that was still in question. The division office has requested the Resident to submit the field data promptly for checking without any further delay.

Contract No. 6735: Gettings Creek Rest Area

I advised that the final voucher was mailed to the contractor December 6, 1966 and has not been returned. Mr. Brain seemed completely surprised by this, and said he would look for it immediately.

Contract No. 6746: Bridal Veil-Cascade Locks-The Dalles

The final voucher was mailed to the contractor January 12, 1967 and has not been returned. Mr. Brain was also going to look for this one. (Office Engineering is also waiting for Bureau of Public Roads acceptance, which was requested January 10. Actual final payment cannot be made until this is received.)

Contract No. 6840: Santiam Rest Area

This project was just completed December 31. Field data has not yet been submitted, but Mr. Brain seemed to understand that some additional time for this is still justified. His main concern on this project was the liquidated damages in the amount of $2,300 for late completion. I advised Mr. Brain that we had the time request in the office and had just started working on it, but that it would appear that we would recommend some time extension. I explained that this would have to go to the Bureau of Public Roads for their approval. The PR-47 has not yet been submitted on this project either.

In addition to the above completed projects, the two current ones on which this firm is contracted were also discussed:

Contract No. 6819: Cornelius Pass-Barnes Road

Mr. Brain's main concern was whether liquidated damages for time would continue to be deducted during the current ordered stop work period. I advised that they would not be after January 6, the effective date of the stop work order, until Resume Work is ordered.

Contract No. 6828: Corvallis Section

The two items of concern were the liquidated damages and the shrub container problem. Damages are still continuing to accrue because the contractor has not removed the containers from the shrubs which were planted. Mr. Brain had just recently written a 4-page letter on this subject, which is being forwarded to Mr. Astrup for further advice as to our position in this argument. Mr. Brain indicated that the contractor would be agreeable to removing the containers, under protest, as soon as the slopes and planting areas were dry enough to do this; but as he states in the above-mentioned letter, they believe the plants are already getting established and that more harm than good would be done now in lifting the plants to remove the containers. This is basically a horticultural practice problem for which we must rely on Mr. Astrup for expert advice.

At this point, Mr. Brain agreed that the conference he suggested would be premature at this time and would serve no purpose as far as several of the projects are concerned.

John A. Bond
Staff Assistant

JAB:sg
cc: F.B. Klaboe

LAW OFFICES
MERGES, BRAIN & HILYER

EDWARDS E. MERGES
G. ROBERT BRAIN
GALE P. HILYER, JR.

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

January 25, 1967

State of Oregon
Department of Highways
Salem, Oregon 97310

Attention: Mr. Forrest Cooper
Director of Highways

Gentlemen:

At the present time, Oosterwyk Nurseries, Inc. has completed four projects with the Oregon State Highway Department and two more are in the process of being completed as weather conditions permit.

As to the projects that have been completed, these have been finalized as far as the work is concerned from one to six months ago, but final settlement between the contractor and the State of Oregon has not been completed.

At the present time, the contractor has tied up a considerable amount of working capital in these projects which is causing extreme hardship to the contractor and has caused him to lose a considerable amount of money in interest.

In addition to this, some of the creditors and subcontractors are in the same position of being caused extreme hardship due to the fact the monies are not available to make payment to them.

In many instances, it is impossible for us to pay any subcontractors until the final estimate is arrived at because under the contracts as I interpret them, if we pay the amounts submitted by the subcontractor and the State of Oregon accepts a lesser amount, it leaves us without a remedy to recover the monies paid.

We feel that it is becoming necessary on our behalf and on behalf of subcontractors that the problem of closing these

be dispensed with as soon as possible.

We would like to suggest a system we have used in the State of Washington and which we feel would satisfactorily work and that is a meeting be set at the Oregon State Highway Department in Salem, Oregon at a mutually satisfactory time. At that meeting should be the necessary representatives of the projects now finished or under construction and we submit that included in that list should be the following persons:

Mr. Howard Harris, Resident Engineer, Cabin Creek Project

Mr. Harley Mayfield, Resident Engineer, Gettings Creek

Mr. George Wirrick, Resident Engineer, Santiam Project

Mr. L. L. MacIntyre, Resident Engineer, Corvallis Project

Mr. Roy Pyle, Resident Engineer, The Dallas & Cornelles Pass Project

and such other members of your Department as are necessary to make a final determination.

We suggest that all problems involved in all of these projects be thoroughly discussed and disposed of.

Would you please call my office and arrange a date satisfactory to all concerned. Oosterwyk Nurseries will bring with them all information and all data that could possibly help in furthering this matter.

I think you see that this is an urgent matter. We feel extremely responsible to our subcontractors who are suffering an investment of working capital in these projects which they should not be required to continue to invest.

Hoping to hear from you as soon as possible.

Very truly yours,

G. ROBERT BRAIN

GRB:sm

J. K. WEATHERFORD, (1878-1935)
MARK V. WEATHERFORD, (1905-1957)
J. K. WEATHERFORD
ORVAL H. THOMPSON
WARRISON K. WEATHERFORD
JOHN S. HORTON
JAMES H. JORDAN

WEATHERFORD, THOMPSON, HORTON & JORDAN
ATTORNEYS AT LAW
130 W. FIRST AVE.
ALBANY, OREGON

POST OFFICE BOX 667
PHONE 926-8269

RECEIVED
FEB 7 1967
OREGON
STATE HIGHWAY COMMISSION

February 2, 1967

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Oosterwyk Nurseries
12420 Juanita Drive
Kirkland, Washington

State of Oregon
State Highway Department
Salem, Oregon 97310

Aetna Casualty and Surety Company
1201 S. W. Twelfth Avenue
Portland, Oregon 97205

Re: Albany Rock Products and
M. O. Salmon v. Oosterwyk
Jobs Nos. 6340 and 6828

Gentlemen:

Mr. M. O. Salmon of Albany Rock Products has requested us to write to you on his behalf. The balances due on the above jobs are long overdue and should be paid immediately.

Demand is hereby made upon you for the following sums:

Albany Rock Products, No. 6840 - $11,104.86 plus interest at 6% per annum from October 21, 1966.

M. O. Salmon, Job No. 6840 - $2,836.24 plus interest at 6% per annum from October 16, 1966.

M. O. Salmon, Job No. 6828 - $13,056 plus interest at 6% per annum from November 10, 1966.

Relying on your letters, we are proceeding on the assumption that no further formal claims are necessary by Mr. Salmon or Albany Rock Products. If this is not the case, will you please advise me immediately.

I have recommended to Mr. Salmon that he file suit for collection of these accounts unless payment is received forthwith.

Very truly yours,

James H. Jordan

RECEIVED
FEB - 3 1967
OREGON
STATE HIGHWAY COMMISSION

JHJ:bd
cc: Aetna Casualty (Eugene)
cc: Mr. Salmon

RECEIVED
MAR 1 - 1967

LSF-22 (1)
6828

#15

February 1, 1967

Costerwyk Nurseries, Inc.
12420 Juanita Drive, N.E.
Kirkland, Washington

Gentlemen:

The State Highway Commission at its meeting on January 31 considered your request for an extension of time on Contract No. 6828 for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request for an extension of 30 additional workdays.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc R.D. Asburry
L.L. MacIntyre
L.H. Young
F.D. Morgan
C.H. Maleen
Bureau of Public Roads

FORM E-30 80M 10-66

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1967

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Request for Time Extension
Corvallis Section
Roadside Improvement
Corvallis-Newport Highway
Contract No. 6828

Oosterwyk Nurseries, Inc. has requested a 30 working day time extension starting sometime in the spring when better soil conditions prevail. This project is dormant at the present time, with 75 per cent of the work done. The contractor has chosen not to do certain winterizing and corrective work that we requested be done before issuing a winter shutdown order, so penalty days are continuing to accrue, with 26 penalty days (beyond the 200 calendar days specified) accruing through last week.

The contractor cites excessive fall rains and resulting waterlogged soil and slick slopes, a scarcity of sawdust due to mill closures, and plant materials not reaching dormancy before the rainy period. We do not believe any of these points are valid reasons for time extension under the circumstances that have prevailed on this project.

The contract is dated May 11, 1966. Work was not started until July 22. The bid quantities include 12,700 c.y. of embankment in place; 2,300 c.y. of topsoil; and irrigation system work--all which could have been effectively worked on earlier.

The 200 days specified expired on December 20. We cannot recommend a time extension in view of the late start, and recommend that the request be denied.

This is a primary Federal-aid project, and this matter has been discussed with the area engineer who concurs in our recommendation. A rough draft letter to the Highway Commission is attached.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:sg
Attachment

RECEIVED
JAN 27 1967
FOR FILING
1 ST 32 (1)
4428

January 26, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 15
January 31, 1967 meeting

Gentlemen:

Oosterwyck Nurseries, Inc., contractor on the roadside improvement project on the Corvallis Section of the Corvallis-Newport Highway in Benton County, Contract No. 6828, has requested 30 additional workdays, starting when drier soil conditions prevail in the spring.

The contractor's request cites excessive fall rains and wet soil and slope conditions, a scarcity of sawdust due to mill closures, and late dormancy of plant materials.

The contract is dated May 11, 1966. The contract time allowed is 200 calendar days which expired December 20, 1966, the intent being to do the landscape planting in the fall season. The contractor did not start work until July 22, over two months after the contract date. Some of the larger contract items, such as placing embankment, topsoil, and irrigation system, could have been in progress during this interval. There was enough good weather through the fall to allow completion of the project if the contractor had used it effectively. Though sawdust is becoming more scarce, we believe it is available and not a valid reason for delay on this project. It is therefore recommended that the request for time extension be denied. Liquidated damages amount to $100 per calendar day and have been in effect since December 20, 1966.

This matter will be on the agenda for your consideration at the January 31 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

JAB:sg bg

E—320 (Rev.)—8M—10-57

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

**Date** December 15, 19 66

Gentlemen:

We will need 30 extra working days, after the soil becomes workable to install the lawn.

**We, the undersigned, respectfully request an increase in the number of workdays from** 200 **days to** 200 + **days, within which to complete our Contract No.** 6828, **without the assessment of liquidated damages. The said contract is described as follows:**

Roadside Improvement Corvallis-Newport Highway Contract No. 6828

**The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:** Continuous rains have made it impossible to complete the project in 200 days as originally planned. The rain in the past 3 months has ended any chance to finish on time. The mills in the area are closed and no sawdust is available. Our suppliers of plant material could not dig the plants untill they were in a dormant stage, at that time the soil had become so waterlogged, that digging could not be done in a good horticultural manner. The delay was brought about by the weather, there was nothing our company could do about it. The soil on the project has become waterlogged, the slopes have become dangerously slippery for the workmen. At this time we cannot estimate exactly, how many more days we will need to complete this project, but we will work every day we can when these conditions are changed. Please give this request carefull consideration.

**Respectfully submitted,**
OOSTERWYK NURSERIES, INC.
**Contractor**
Pete Oosterwyk (President)
**By**

## CONSENT OF SURETY

**Date** DEC 19 , 1966

**We,** THE AETNA CASUALTY & SURETY COMPANY

, **as**

**surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.**

Paul J. Huntzinger
Paul J. Huntzinger **Attorney-in-fact**

**Resident Agent**
James K. Wellman
Robert B Clarke (BDH)

**(SEAL)**

RECEIVED
DEC 23 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6828 Contractor Oosterwyck Nurseries, Inc.

Highway Corvallis-Newport Highway

Section Corvallis

Kind of Work Roadside Improvement

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** [redacted] The reasons for such recommendation are as follows:

**Recommended for Approval:**

Division Engineer

Edward A. Bowe
for Construction Engineer or Bridge Engineer

M. K. Laboe
Assistant State Highway Engineer

Contract No. 6828

Project designation LSF - 22(1)
State-Federal

Date awarded May 11, 1966

Work started July 22, 1966

Per cent completed 75% (Date)

No. of [redacted] Allowed Calendar days 200

No. of Workdays Used 226 (as of Jan. 14, 1967)

No. of Added Workdays Requested 30

RECEIVED
DEC 19 1966

- F. B. Klaboe -

FOR FILING
23F-22 (1)
6828

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1966

To: Mr. R.D. Asburry
Division Engineer
State Highway Department
Salem, Oregon

SUBJECT: Contractor's Request for
Temporary Work Suspension Order
Corvallis Section Roadside Improvement
Corvallis-Newport Highway
Contract 6828

ATTENTION: Mr. Jerry Wimer
Ass't. Division Engineer

Your December 7 letter requested a review and advice on issuing a shutdown order on the subject project. Similar questions have arisen several times recently from other divisions, and we appreciate your concern and effort to be consistent, which has been our objective.

Our policy has been to sanction stop work orders on only one season jobs. That is, we did not wish to shutdown jobs which obviously had to go through a dormant winter period at the time they were contracted. We believe that a shutdown must inevitably add on time either by merely stopping the day count or by granting a time extension.

At the present time, there are 13 projects (Construction Division) in the State which are under partial or total ordered shutdowns. Three of these include grading on an hourly rental basis, which puts us in a little different role. Policy to date has not attempted to distinguish between grading and paving, and landscaping projects, nor is there any apparent reason to do so.

A situation similar to the subject contract exists on two other landscaping jobs in Division 1 and 3 (Cornelius Pass-Barnes Road, No. 6819 and "Q" Street Interchange, No. 6862). In all three cases, the contractor was slow to start and made slow progress in the early stages, and the jobs have not been ordered shutdown as yet. All three jobs could be considered one season jobs and, therefore, eligible for consideration for a stop work order under the informal policy that has evolved on the grading work. All are on calendar day basis and close to penalty time periods, and it seems apparent that if shutdown orders were issued soon, substantial penalties would still accrue next spring when work can be resumed.

NOTED
F. B. KLABOE

All three jobs are also LSF Federal-aid projects, and any formal time extensions would have to bee approved by the Bureau of Public Roads, whereas stop work orders do not involve the Bureau directly.

It would therefore seem more consistent all the way around to issue a stop work order effective now or in the near future on the subject project, and we so recommend. The same applies to the other two projects, provided the contractor requests the shutdown and agrees to be responsible for maintenance of plantings.

F.D. Morgan
Construction Engineer

FDM/JAB:ag

cc: F.B. Klaboe
M.H. Astrup
L.R. Chandler
L.W. Rulien

## Construction Division Contracts with Stop Work Ordered

December 12, 1966

| Contract Number | Name | Date of Contract | Completion Time | % Complete | Ordered Stop Work Effective Date |
|---|---|---|---|---|---|
| **DIVISION I** | | | | | |
| 6650 | S.P.R.R. O-Xing--Pac. Hwy. W. | 7-21-65 | 10-1-66 (specified) | 84% | 11-22-66 (Top pave left) |
| 6874 | West Slope-Beaverton | 7-6-66 | 95 calendar days | 84% | 11-3-66 (with 95 days) |
| **DIVISION II** | | | | | |
| 6856 | Little N. Fork Nehalem R.-Humbug | 6-11-66 | 140 calendar days | 44% | 10-19-66 (Base & pave left) |
| 6907 | Sweet Home-Foster | 8-10-66 | 320 calendar days | | 10-29-66 - partial (excavation on shoulder |
| 6889 | Wauna Interchange | 7-29-66 | 100 & 145 calendar days | | 11-4-66 - partial (on grading-w/ 79 days) |
| **DIVISION III** | | | | | |
| ~~6901~~ | ~~Burnt Hill Cr.-Lone Ranch Creek~~ | ~~8-8-66~~ | ~~80 calendar days~~ | ~~100%~~ | ~~Only P.A. work left~~ |
| 6894 | W.City Limits-S.W. 3rd Street | 8-8-66 | 120 calendar days | 84% | 12-1-66 (top pave. left-w/ 97 days) |
| **DIVISION IV** | | | | | |
| 6847 | Chemult-Lenz Road | 5-23-66 | 145 calendar days | 64% | 11-9-66 (w/ 147 days) |
| 6903 | Worden-California Line | 8-8-66 | 95 calendar days | 42% | 11-30-66 (w/ 9[illegible] days charged) |
| 6788 | Cogswell Cr.-California St. Line | 3-23-66 | 150 calendar days | 34% | 11-14-66 (w/215 days) |
| 6738 | Celilo-Rufus | 11-4-65 | 10-31-66 (specified) | 94% | 11 21-66 - partial (guard rail painting) |
| **DIVISION V** | | | | | |
| 6878 | Wallowa Lake Park | 7-6-66 | 12-31-66 (specified) | 93% | 11-15-66 - partial (roadway grading) |
| 6888 | McCully Fork-Sumpter | 7-15-66 | 100 calendar days | 54% | 10-14-66 - partial (grading sta. 10-60) |
| 6838 | Ontario Inter.-Idaho St. Line | 5-23-66 | 170 calendar days | 50% | 8-24-66 (w/ 71 days charged. Await spring planting.) |

JAB:sg

FORM E-1 6X 8011 7-66

RECEIVED
DEC 13 1966
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD

KENNETH N. PRIDGET, MEMBER
THE DALLES

DAVID B. SIMPSON, MEMBER
PORTLAND

1217

FILED
DEC 5 1966
TOM McCALL
SECRETARY OF STATE

Claim File
No. 4253

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
DEC 5 3 47 PM '66
TOM McCALL
SECRETARY OF STATE

December 2, 1966

Mr. M. C. Salmon
Route 1, Box 232K
Albany, Oregon

Dear Mr. Salmon:

This is in reply to your claim letter dated November 23, stating that Costerwyk Nurseries, Inc., owes you $23,156.00 for embankment and top soil, labor and culvert.

Your letter states this is in connection with the Costerwyk Nurseries, Inc. Contract No. 6236 for roadside improvement on the Corvallis section of the Corvallis-Newport Highway in Benton County.

The surety on this project is the Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, Oregon 97204. We will advise them of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

NOTED ON CARD
wlw

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
DEC 7 1966
OREGON
STATE HIGHWAY COMMISSION

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Costerwyk Nurseries, Inc.
Glenn Jackson
David Simpson
Hon. Tom McCall

Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

ROUTE 1, BOX 232K

PHONE WABASH 8-3031

# M. O. SALMON

EXCAVATING CONTRACTOR

SHOVELS - CAT LOADERS - BULL DOZERS

ROAD GRADERS - CARRY ALL SCRAPERS

DUMP TRUCKS - SAND - GRAVEL

ALBANY, OREGON

November 23, 1966

To: State Highway Department
Salem, Oregon

Re: Contract #6828
Against: Oosterwyk Nurseries
12420 Juanita Drive
Kirkland, Washington

Notice is hereby given that the undersigned, M.O. Salmon Rt.#1, Box 232K, Albany, Oregon has a Claim against the above for Embankment and Top Soil, Labor and Culverts for the sum of Thirteen thousand eighty six dollars and no cents ( $13,086.00) against the Bond taken from the Aetna Casualty & Surety Co., Robert B. Clarke, Agent, 321 Yeon Bldg., Portland, Oregon for the work of Roadside Improvements on the Corvallis Newport Highway in Corvallis, Benton County, Oregon.

M.O. Salmon

by M.O. Salmon

Owner

RECEIVED
DEC - 1 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 15 1966
FOR FILING

LSF-22 (1)

6828

August 12, 1966

1437
949K

Mr. David H. Schultz
920 South 5th Street
Corvallis, Oregon

Dear Mr. Schultz:

In reply to your letter of August 2, I find that the contractor started work on July 22.

The contract calls for repairing and flattening the fill slopes on both sides of the highway easterly to the railroad overcrossing. Easterly of there, only the south facing slope will be regraded. The north facing slope opposite your property will be completely planted.

The contractor is responsible for cleaning off weeds and debris from areas scheduled for planting. Consequently, State forces cannot do work which is the contractor's responsibility under his contract. The job is scheduled for completion this fall, but we cannot dictate the details of his planned work progression. I trust, though, that this will be the last time you will have cause for complaint regarding the appearance of the highway right-of-way. The planting should insure an attractive entrance to the city.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
Mark Astrup
R. D. Asburry (w/Schultz letter)

Waiver

3893

AUG 4 66

August 2, 1966

State of Oregon
State Highway Dept.
Salem, Oregon

Dear Mr. Cooper:

On March 7, 1966 received a letter from you regarding landscaping on highway fill adjacent to our property on South 5th St.,Corvallis, Oregon stating that this project was currently scheduled for this year. Also a report in the local paper said that this was to be done this summer. To date no maintenance of any kind has taken place.

Appreciate any help in this matter that we can get from you.

Sincerely,

David W. Schultz

David H Schultz
920 So. 5th St.
Corvallis,Oregon

RECEIVED
AUG 3 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 1966
OREGON
STATE HIGHWAY COMMISSION

acknowledged

RECEIVED
MAR 8 - 1966
FOR FILING

March 7, 1966

1437

Mr. David E. Schultz
920 South Fifth Street
Corvallis, Oregon

Dear Mr. Schultz:

This is in reference to your letter of February 22 concerning landscaping on a highway fill adjacent to your property on South Fifth Street in Corvallis.

I am pleased to report that the Landscape Division of the Highway Department is currently planning landscape construction project on the Corvallis-Newport Highway immediately adjacent to your property. The contract will be submitted for bids next month.

I am sure that this landscaping contract will take care of the weed and litter situation mentioned in your letter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
E. S. Hunter

JH:ia jwa

RECEIVED
MAR 1 - 1966
FOR FILING

February 24, 1966

4437

Mr. David H. Schultz
920 South 5th Street
Corvallis, Oregon

Dear Mr. Schultz:

This will acknowledge receipt of your letter of February 22 setting forth a complaint regarding the landscaping and maintenance of the Corvallis-Newport Highway at the 5th Street overpass in Corvallis.

Upon completion of a proper investigation, we will be in further contact with you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

bc Forrest Cooper
R. L. Porter
Tom Edwards

2956

FEB 24 66

920 So. 5th St.
Corvallis,
Oregon

Feb. 22, 1966

REFERRED TO
admin.
BY SECRETARY

REFERRED TO
Edwards
BY [illegible] STATE HIGHWAY [illegible]

State Highway Dept.
Salem,
Oregon

Dear Sir:

I am writing regarding the condition of the Corvallis-Philomath Highway overpass. To be specific the end of South 5th St., Corvallis, Oregon. When this highway was put in 7 years ago we were promised that it would be landscaped within 5 years. It is now littered with garbage- tall grass & weeds-and the fill has been washed out in parts, (putting all the drainage on our yard.) I have contacted Mr. Johnson of the State Highway Dept. in Corvallis, and he told me that "He had no plans on landscaping or even maintaining the area." Twice in the past 6 years they have sprayed for weeds, which took care of about two feet from the highway.

Would appreciate any help you can give us on this matter.
Thank you.

Sincerely,

David H Schultz

David H Schultz
920 So. 5th St.
Corvallis, Oregon

NOTED
D. D. ALLEN

RECEIVED
FEB 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 21 1966
OREGON
STATE HIGHWAY COMMISSION

STATE COPY

Form A-108—5M

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date 1966 By M E Martin
G1-P Title Div. Engr.
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 1

Project Name Corvallis Section Date July 28, 1966

Highway Corvallis - Newport Contract No. 6828 F. A. Project No. LSF-22(1)

County Benton Prefix 2-0901 Account No. 279-01

**Description of Work To Be Done:**

Install 2" water meter by Corvallis Water Department

**Location by Station Numbers:**

Right of Station 331+50

**Estimate of Quantities and Costs:**

This expense was anticipated in original Authorization $549.41

(Itemized quotation by Superintendent of the City of Corvallis Water Department. 1-2" Compound meter with flanges 370.15, 1-2" Corporation cock 11.94, 2-2" gate valves ea 6.83 13.66, 1 large meter box 12.00, Miscellaneous pipe and fittings 10.00, labor 60.00, 15% of afore listed prices totaling 477.75 or 71.66 making a grand total of $549.41)

Explanation:

To supply water from the Corvallis Water Department to the irrigation system being installed on this project. This work has not started.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $ 126,072.00 |
| Present estimate of project cost, including $ 549.41 for work under this order | $ 126,072.00 |
| Expected under-run / over-run (amount) | $ 0.00 |
| Expected under-run / over-run (per cent) | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ L. L. MacIntyre, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ R. D. Asburry, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Form A-105—Stf

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
AUG 4 1966 W E Martin
Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 2

Project Name Corvallis Section Date July 27, 1966

Highway Corvallis-Newport Contract No. 6828 F. A. Project No. ISF-22(1)

County Benton Prefix 2-0901 Account No. 279-02

**Description of Work To Be Done:**

To provide funds to pay charges for water furnished by the City of Corvallis Water Department in connection with installation of irrigation system. These charges to be only those allowable by Oregon State Highway Department Standard Specifications 1964 edition.

**Location by Station Numbers:**

Station 326 to 334.

**Estimate of Quantities and Costs:**

This expense was anticipated in the original authorization - - - - - - - - - - - $200.00

**Explanation:**

To pay for water used during construction of irrigation system. Use of water has not started.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization . . . . . | $126,072.00 |
| Present estimate of project cost, including $ 200.00 for work under this order | $126,072.00 |
| Expected under-run / over-run (amount) . . . . . | $ 0.00 |
| Expected under-run / over-run (per cent) . . . . . | 0.00 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ L. L. MacIntyre
L. L. MacIntyre Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ R. D. Asburry Division Engineer

Approved: /s/ L. H. Young Assistant State Highway Engineer or Office Engineer.

This order does not commit Salary or expenditure until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Allison S-22-6-C

RECEIVED
JUN 21 1966
6-53
F.A.R. FILING

6/6/66 A

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

(MONTHLY TRANSACTION NO.)

FORM PR-2
(REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

6-6-66

STATE: Oregon

COUNTY: Benton

PROJECT NO.: ISF-22(1)

PROJECT REPORT NO.: ISF-22(1)

0228

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Corvallis Section, Corvallis-Newport Hwy.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | 12-21-65 | 1.63 |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 4-6-66 | 1.63 |
| OTHER (Specify) | | |

FUNDS

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 125,055 | $ 125,055.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. J. Rhabor

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 6 1966

Oregon State Highway Department

Federal Aid
Project No. I-SF-22(1)

CORVALLIS SECTION OF THE

CORVALLIS-NEWPORT HWY. IN BENTON COUNTY

Project agreement estimate.

Salem, Oregon, May 23, 1966

Type Code P.E.

| | | | |
|---|---|---|---|
| Preliminary Engineering | All Required | | $ 2,000.00 |

Type Code X003
Roadside Improvement (Sta. 247 50 to Sta. 333 68) (Cont. No. 6028)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required | | $ 1,000.00 |
| Embankment in Place | 12,700 cu.yd. | $ 3.00 | 38,100.00 |
| Trench Excavation | 30 cu.yd. | 4.85 | 145.50 |
| Furnishing & Placing Topsoil | 2,300 cu.yd. | 3.65 | 8,395.00 |
| Tractor and Dozer | 8 hour | 20.00 | 160.00 |
| Loader | 8 hour | 20.00 | 160.00 |
| Dump Truck | 8 hour | 13.00 | 104.00 |
| Stone Base | 270 cu.yd. | 5.00 | 1,350.00 |
| 24-inch Culvert Pipe | 18 lin.ft. | 6.00 | 108.00 |
| 8-inch Metal Drain Pipe | 140 lin.ft. | 3.50 | 490.00 |
| Concrete Inlet, Type C-2A | 1 only | 150.00 | 150.00 |
| Concrete Curbs | 4 cu.yd. | 65.00 | 260.00 |
| A.C. Concrete Walks | 70 sq.yd. | 3.00 | 210.00 |
| Type 2 Fence | 4 rod | 10.00 | 40.00 |
| Salvaging Type 2 Fence | 40 rod | 4.00 | 160.00 |
| Type 2 Fence-Salvaged | 40 rod | 5.50 | 220.00 |
| Lawn Construction | 1.7 acre | 1,100.00 | 1,870.00 |
| Furnishing & Planting Trees | 240 only | 10.00 | 2,400.00 |
| Furnishing & Planting Shrubs | 6,010 only | 3.60 | 21,636.00 |
| Furnishing & Planting Vines - Hybrid Kearberry | 21,600 only | .45 | 9,720.00 |
| Furnishing & Planting Vines - English Ivy | 6,350 only | .30 | 1,905.00 |
| Grass Seed Mixture | 300 lb. | .95 | 285.00 |
| Inorganic Fertilizer, 10-16-8 | 46 cwt. | 5.00 | 230.00 |
| Organic Fertilizer, 5-3-2 | 39 cwt. | 5.00 | 195.00 |
| Manure Fertilizer | 118 cu.yd. | 8.00 | 944.00 |
| Mulch | 8.8 acre | 900.00 | 7,920.00 |
| 3/4-inch Water Pipe | 1,000 lin.ft. | .40 | 400.00 |
| 1-inch Water Pipe | 2,300 lin.ft. | .55 | 1,210.00 |
| 1-1/4-inch Water Pipe | 1,300 lin.ft. | .65 | 845.00 |
| 1-1/2-inch Water Pipe | 650 lin.ft. | .80 | 520.00 |

| | | | |
|---|---|---|---|
| 2-inch Water Pipe | 850 lin.ft. | $ 1.00 | $ 850.00 |
| 2-1/2-inch Water Pipe | 470 lin.ft. | 1.50 | 705.00 |
| 3-inch Water Pipe | 340 lin.ft. | 1.80 | 612.00 |
| 3/4-inch Steel Water Pipe | 170 lin.ft. | .85 | 144.50 |
| 2-1/2-inch Steel Water Pipe Under Pavement | 130 lin.ft. | 6.00 | 780.00 |
| 2-1/2-inch Gate Valves | 1 only | 60.00 | 60.00 |
| 1-1/2-inch Manual Section Valves | 9 only | 25.00 | 225.00 |
| 2-inch Manual Section Valves | 5 only | 32.00 | 160.00 |
| 3/4-inch Quick Coupling Hose Valves | 60 only | 10.00 | 600.00 |
| 1/2-inch Manual Drain Valves | 20 only | 10.00 | 200.00 |
| 1-1/2-inch Vacuum Breaker Valves (Atmospheric) | 5 only | 210.00 | 1,050.00 |
| 2-inch Vacuum Breaker Valves (Pressure) | 1 only | 300.00 | 300.00 |
| Pop-up Rotary Sprinkler Heads | 50 only | 35.00 | 1,750.00 |
| Pop-up Nonrevolving Sprinkler Heads | 80 only | 30.00 | 2,400.00 |
| | | | $110,969.00 |

| | | |
|---|---|---|
| Flagging (57½ of Contractor's Cost) | All Required | $ 200.00 |
| Water Meter | All Required | 500.00 |
| Meter | All Required | 200.00 |
| | | $ 900.00 |
| | Subtotal | $111,869.00 |
| | 10% Engr. & Cont. | 11,186.00 |
| | Total | $123,055.00 |

Length of Project . . . . . 1.63 miles

| | Federal Funds |
|---|---|
| Preliminary Engineering . . . . . | $ 2,000.00 |
| Roadside Improvement . . . . . | 123,055.00 |
| | $125,055.00 |

State funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State funds for Maint.: Chap. 529, Laws 1939.

1966 Federal year funds appropriation code 666.

CORVALLIS SECTION

STATE WORK

| | | | |
|---|---|---|---|
| Portable Sprinklers | 5 only | $ 21.00 | $ 105.00 |
| 3/4-inch Rubber Hose | 5 only | 18.00 | 90.00 |
| | | | $ 195.00 |

Oregon State Highway Department

Federal-Aid
Project No. LSF-22(1)

CORVALLIS SECTION OF THE

CORVALLIS-NEWPORT HIGHWAY IN BENTON COUNTY

P S & E Estimate

Salem, Oregon, March 24, 1966

Type Code P.E.

| | | | |
|---|---|---|---|
| Preliminary Engineering | All Required | | $ 2,000.00 |

Type Code Y003
Roadside Improvement (Sta. 247+50 to Sta. 333+68)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required | | $ 600.00 |
| Embankment in Place | 12,700 cu.yd. | $ 1.50 | 19,050.00 |
| Trench Excavation | 30 cu.yd. | 4.00 | 120.00 |
| Furnishing and Placing Topsoil | 2,300 cu.yd. | 2.75 | 6,325.00 |
| Tractor and Dozer | 8 hour | 20.00 | 160.00 |
| Loader | 8 hour | 20.00 | 160.00 |
| Dump Truck | 8 hour | 16.00 | 128.00 |
| Stone Base | 270 cu.yd. | 4.50 | 1,215.00 |
| 24-inch Culvert Pipe | 18 lin.ft. | 6.00 | 108.00 |
| 8-inch Metal Drain Pipe | 140 lin.ft. | 3.00 | 420.00 |
| Concrete Inlet, Type G-2M | 1 only | 200.00 | 200.00 |
| Concrete Curbs | 4 cu.yd. | 50.00 | 200.00 |
| A.C. Concrete Walks | 70 sq.yd. | 2.50 | 175.00 |
| Type 2 Fence | 4 rod | 12.00 | 48.00 |
| Salvaging Type 2 Fence | 40 rod | 3.00 | 120.00 |
| Type 2 Fence - Salvaged | 40 rod | 5.00 | 200.00 |
| Lawn Construction | 1.7 acre | 1,300.00 | 2,210.00 |
| Furnishing and Planting Trees | 240 only | 11.00 | 2,640.00 |
| Furnishing and Planting Shrubs | 6,010 only | 3.50 | 21,035.00 |
| Furnishing and Planting Vines - Hybrid Bearberry | 21,600 only | 0.50 | 10,800.00 |
| Furnishing and Planting Vines - English Ivy | 6,350 only | 0.30 | 1,905.00 |
| Grass Seed Mixture | 300 lb. | 1.20 | 360.00 |
| Inorganic Fertilizer, 10-16-8 | 46 cwt. | 6.00 | 276.00 |
| Organic Fertilizer, 5-3-2 | 39 cwt. | 6.00 | 234.00 |
| Manure Fertilizer | 118 cu.yd. | 6.00 | 708.00 |
| Mulch | 8.8 acre | 825.00 | 7,260.00 |
| 3/4-inch Water Pipe | 1,000 lin.ft. | 0.56 | 560.00 |
| 1-inch Water Pipe | 2,200 lin.ft. | 0.60 | 1,320.00 |
| 1½-inch Water Pipe | 1,300 lin.ft. | 0.67 | 871.00 |
| 1½-inch Water Pipe | 650 lin.ft. | 0.80 | 520.00 |
| 2-inch Water Pipe | 850 lin.ft. | 1.10 | 935.00 |
| 2½-inch Water Pipe | 470 lin.ft. | 1.35 | 634.50 |
| 3-inch Water Pipe | 340 lin.ft. | 1.80 | 612.00 |

| | | | |
|---|---|---|---|
| 3/4-inch Steel Water Pipe | 170 lin.ft. | $ 0.70 | $ 119.00 |
| 2½-inch Steel Water Pipe Under Pavement | 130 lin.ft. | 3.60 | 468.00 |
| 2½-inch Gate Valves | 1 only | 50.00 | 50.00 |
| 1½-inch Manual Section Valves | 9 only | 25.00 | 225.00 |
| 2-inch Manual Section Valves | 5 only | 30.00 | 150.00 |
| 3/4-inch Quick-Coupling Hose Valves | 60 only | 10.00 | 600.00 |
| ½-inch Manual Drain Valves | 20 only | 8.00 | 160.00 |
| 1½-inch Vacuum Breaker Valves (Atmospheric) | 5 only | 40.00 | 200.00 |
| 2-inch Vacuum Breaker Valves (Pressure) | 1 only | 300.00 | 300.00 |
| Pop-up Rotary Sprinkler Heads | 50 only | 31.00 | 1,550.00 |
| Pop-up Nonrevolving Sprinkler Heads | 80 only | 4.00 | 320.00 |
| | | | $ 86,251.50 |

| | | |
|---|---|---|
| Flagging (57½% of Contractor's Cost) | All Required | $ 200.00 |
| Water Meter | All Required | 500.00 |
| Water | All Required | 200.00 |
| | | $ 900.00 |
| | Subtotal | $ 87,151.50 |
| | 10% Engr. & Cont. | 8,714.50 |
| | Total | $ 95,866.00 |

Length of Project . . . . . 1.63 Miles

| | Federal Funds |
|---|---|
| Preliminary Engineering | $ 2,000.00 |
| Roadside Improvement | 95,866.00 |
| | $ 97,866.00 |

## Corvallis Section

### State Work

| | | | |
|---|---|---|---|
| Portable Sprinklers | 5 only | $ 20.00 | $ 100.00 |
| 3/4-inch Rubber Hose | 5 only | 22.00 | 110.00 |
| | | | $ 210.00 |

RECEIVED
JUN 1 - 1966

FOR FILING LSF-22(1)

Form CD-121 (11-63) (Prea. by A.O. 264-16)

UNITED STATES GOVERNMENT

# *Memorandum*

6428

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 23, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project LSF-22(1)
Corvallis Section
Landscaping and Scenic Enhancement

As requested in Mr. Young's letter of May 19, 1966 advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of May 11, 1966 in the award of contract No. 6828 to Oosterwyk Nurseries, Inc., of Kirkland, Washington, low bidder in the amount of $111,164.00 at the April 28, 1966 bid opening.

REFERRED TO
By Asst. State Hwy. Engr.
5-31-66

OFFICE OF
LANDSCAPE ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 27 1966
FOR FILING

HSF-22(1)

6828

3P

May 12, 1966

bid opn 28

Centerwyk Nurseries, Inc.
12420 Juanita Drive, N.E.
Kirkland, Washington

Gentlemen:

The State Highway Commission on May 9 accepted your proposal for roadside improvement on the Corvallis Section of the Corvallis-Newport Highway in Benton County for the sum of $111,164 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer on May 11 awarded you the project, which has been assigned Contract No. 6828.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Ousry, Secretary
OREGON STATE HIGHWAY COMMISSION

lhn
cc Pacific Builder & Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Ore.
Frank Morgan
L. H. Young
C. D. Mathis
Mark Astrup

Form CD-121
(1-63)
(Prss. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : [illegible] Forrest Cooper, State Highway Engineer
LSF 22 (1) Salem, Oregon

DATE: May 9, 1966

In reply refer to: 08-35-EC

6828

FROM : M. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Projects LSF-5(1) Clyde Holliday Safety Rest Area
LSF-22(1) Corvallis Section
I-80N-3(49)82 The Dalles - Fifteenmile Creek

Mr. Young's three May 2 letters requested our tentative concurrence in the award of the subject projects, as these projects exceeded the engineer's estimate by greater than 10%.

We have been advised by our Regional office that we may concur in the following projects:

LSF-22(1) Corvallis Section
I-80N-3(49)82 The Dalles - Fifteenmile Creek

However it was considered not to be in the public interest to allow LSF-5(1) Clyde Holliday Safety Rest Area to go to contract. Therefore, we cannot give tentative concurrence for the award of LSF-5(1) utilizing Federal funds.

PR-9 has been approved in stage 1 effective this date for Project LSF-2(5), Sea Lion Caves to release funds to the Landscape and Scenic Enhancement project, as requested.

RECEIVED
MAY 13 1966
OFFICE ENGINEERING
DIVISION

NOTED
R N CHASE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 13 1966
FOR FILING

Form CD-121 (11-63) (Prev. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 6, 1966

In reply refer to: 08-35.2-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

REFERRED TO
By Asst. State Hwy. Engr.
4-13-66

SUBJECT: Oregon Project LSF-22(1)
Corvallis Section
Landscaping and Scenic Enhancement

P.S. & E. documents for subject project have been reviewed and are hereby approved concurrently with Mr. Young's March 25, 1966 request for approval of an individual project program change adding landscaping to the P.E. project. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our authorization is with the understanding that all necessary right of way is available for occupancy and contractor's use, with no utility adjustments involved, as indicated in Mr. Oakes' and Mr. Litchfield's March 24 and March 30, 1966 reports.

You are authorized to proceed with contractor's flagging included in your estimate for $200.00.

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | April 1966 |
| Division II - Part 1 - Earthwork | January 1966 |
| Division II - Part 4 - Structures | April 1966 |
| Division II - Part 7 - Incidentals | January 1966 |

Inasmuch as our Washington office's review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of our review.

Article 102-1.3, Embankment in Place, is approved for use on this project.

Where there is no guard rail present, we suggest planting trees which will have a trunk diameter greater than four inches on maturity adjacent to the right of way line to maximize clearance from the edge

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

of the main travel lane. As you know, it is desirable to provide a safety clearance of at least 30 feet for such trees.

Mr. Young's April 4, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplements thereto as being in the public interest.

Attachment

APR 13 1966
OFFICE OF
STATE HIGHWAY ENGINEER

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

FORM PR-1 (REV. 4-61)

**FEDERAL-AID PR**

*(PPM 2*

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CARD 2 | REPORT NUMBER (19)(20) | 1 | PROJECT LOCATION *(45 typewriter spaces)* 21 65 | US 20 Corvallis Urban Bdy. E. 1.90 Mi. | ADT | PRESENT | 5,500 | FUTURE (66) | 10,400 | YEAR (70)(71) | 85 |
| CARD 3 | CHARACTER OF PROPOSED WORK *(35 typewriter spaces)* 26 62 | P.E. and Landscaping | NATL. FOREST (63)(65) | | FH ROUTE NO. (66)(68) | | SUPV AGCY (69) | | DA CLASSIF. (70) | | DA AREA (71) | EMERG. YR. (72)(73) | PL. AUTH (74) |
| CARD 4 | CLASS OF FEDERAL FUNDS | Landscaping and Scenic Enhancement | | | | | | | | | | COUNTY NAME | |
| | NAME OF URBAN AREA 17-31 | Corvallis | | | | | | | | | | ROUTE NO. P | FEDERAL-AID 22 |

| CARD 5 | LINE NO. | CHANGE CODE | PROJECT CODE | WORK CLASS | WORK TYPE | STEP | TERMINI *(Full description)* | MILES | ESTIMATED PROJECT CO TOTAL ESTIMATED COST | FEDERAL FUNDS |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | (14-15) | (16) | 21 | 42 | 43 46 | 53 | | (54)(58) | (59) (66) | (67) |
| 5 | | | | | PE | | US 20 Corvallis Urban Bdy. E. 1.90 Mi. (Corvallis Section) | 1.9 | 2,000 | 2,000 |
| 5 | | | | | ROW | | | | | |
| 5 | | | | | CONST (CODE) | | | 1.9 | 40,000 | 40,000 |
| | | | | | | | | 1.9 | 42,000 | 42,000 |

(16) (23)(24)

| CARD 1 | CODE 1 | PREPARED BY | PROJECT TOTALS |
|---|---|---|---|
| 1 | 14 | PROGRAM APPROVAL DATES | |

6.821

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROGRAM DATA

*(PPM 21-1)*

| | | PRESENT | FUTURE | YEAR | REGION | STATE NAME | STATE CODE | APPN CODE | ITEM NO. |
|---|---|---|---|---|---|---|---|---|---|
| | ADT | 5,500 | 14,400 | 85 | 08 | Oregon | 35 | 666 | 5 |
| (65) | | | (66) (70) | (71) (72) | | | (2) (3) | (4) (9) | (14) (18) |

| SUPV AGCY | DA CLASSIF. | DA AREA | EMERG. YR. | PL. AUTH YR | PROJECT NUMBER PREFIX LETTER(S) | NUMBER | SEQ. NO. | I. Projects Only POST MI. | DESIG. |
|---|---|---|---|---|---|---|---|---|---|
| (69) | (70) | (71) | (72) (73) | (74) (75) | LSF- | 22(1) | | (24) (26) | 27 |
| | | | | | 14 23 | 7 13 | | | |

| | COUNTY NAME | CODE | PROGRAM STAGE |
|---|---|---|---|
| ancement | Benton | 003 (14) (16) | 1 OR X 2 |

| ROUTE NO. | FEDERAL-AID | STATE | U.S. |
|---|---|---|---|
| P | 22 (32) | 33 (36) (37) | 20 (41) |

| MILES | ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST | FEDERAL FUNDS | STATE FUNDS | OTHER FUNDS | CHARACTER OF PROPOSED WORK (Full description) |
|---|---|---|---|---|---|
| (54) (58) | (59) (66) | (67) (76) | | | |
| 1.9 | 2,000 | 2,000 | | | P.E. incl. P.S. & E. prep., intermittent planting of trees, shrubs, vines, roadside seeding and irrigation system at E. end to improve appearance of interchanges and roadside. |
| 1.9 | 40,000 | 40,000 | | | ROW-200' Normal; Access Control-Partial; Parking Restrictions-Complete. |
| 1.9 | 42,000 | 42,000 | | | |
| | (16) (23) | (24) (33) | | | |

REMARKS

Additional Data - Item 70A, Project U-222(5).

USCOMM DUSCOMM-DC 48908-P61

I-80N-3(49) 82 #6829 — The Dalles-Fifteen Mile Creek Sec., Col. R. Hwy. (Paving) — 1966 — [redacted]

ER 634

| Monthly transaction number | FORM 2A (REV. 6-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State |
|---|---|---|
| 2-51 | | Oregon |
| Project report number | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | County |
| 10 | | Wasco |
| Modification number | (PPM 21-7) 2-7-68 | Project number |
| 1 | | I-80N-3(49)82 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 9, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 1,069,043 | $ 1,072,750 |
| Federal funds | $ 986,000.00 | $ 986,777.21 |
| Other revisions | | |

This modification is made for the following reasons:

**Final voucher.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 7th day of February, 1968.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By D M Klabo

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By L.R. Backlund
(Division Engineer)
L. R. Backlund, Admin Manager

US COMM-DC 26364-P65

STATE COPY

6/9/66 A

RECEIVED
JUN 2-1966

Form Approved, Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO.
02-53

PROJECT REPORT NO. FILING

I-80N-3(49)82

FORM PR-2 (REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Wasco

PROJECT NO.: I-80N-3(49)82

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce, and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

The Dalles-Fifteenmile Creek Section, Columbia River Hwy.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 4-6-66 | 4.611 |
| OTHER (Specify) | | |

FUNDS

Pro Rata 92.25

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 1,069,043 | $ 986,000.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M Klabon

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XR A. H. Parsons
(Division Engineer)

By L.R. Backlund

L.R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 9 1966

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE



USCOMM-DC 26884-P66

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(49)82

THE DALLES-FIFTEENMILE CREEK SECTION OF THE

COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

Project Agreement Estimate

Salem, Oregon, May 26, 1966

Type Code 7221
Roadway (Portland Cement)(Sta. 230+15 to Sta. 249+62)(Contract 6829)

| | | | | |
|---|---|---|---|---|
| Clearing and Grubbing | All Required (25%) | | | $ 650.00 |
| Plant-Mix Stone Leveling Course | 15,500 tons | | $ 2.90 | 44,950.00 |
| Plant-Mix Bituminous Base | 1,900 tons | | 7.35 | 13,965.00 |
| Asphalt in Bituminous Base Mixture | 84 tons | | 35.00 | 2,940.00 |
| RS-1 Asphalt in Tack Coat | 4 tons | | 70.00 | 280.00 |
| Class "B" Asphalt Concrete Mixture | 17,600 tons | | 7.35 | 129,360.00 |
| Class "C" Asphalt Concrete Mixture | 124 tons | | 12.50 | 1,550.00 |
| Asphalt Cement in Mixture | 960 tons | | 35.00 | 33,600.00 |
| 7" to 9" Reinforced Concrete Pavement | 23,000 cu.yds. | | 25.90 | 595,700.00 |
| 12-inch Reinforced Bridge End Panels | 450 sq.yds. | | 13.00 | 5,850.00 |
| Special Steel Reinforcement | 30,000 lbs. | | 0.17 | 5,100.00 |
| Extra for A.C. Concrete Curbs | 660 lin.ft. | | 2.10 | 1,386.00 |
| Extra for A.C. Curb Outlet | 1 only | | 250.00 | 250.00 |
| Type 2 Barricade | 950 lin.ft. | | 3.70 | 3,515.00 |
| Extra Guard Rail Posts | 50 only | | 13.00 | 650.00 |
| Raise Median Barrier Members | 21,000 lin.ft. | | 0.55 | 11,550.00 |
| Raise Guard Rail Members | 28,000 lin.ft. | | 0.40 | 11,200.00 |
| Salvage Median Barrier | 2,900 lin.ft. | | 0.80 | 2,320.00 |
| Salvaging Type 2 Barricade | 950 lin.ft. | | 0.80 | 760.00 |
| Median Barrier-Salvaged Median Barrier | 2,900 lin.ft. | | 2.00 | 5,800.00 |
| Guard Rail-Salvaged Type 2 Barrier | 600 lin.ft. | | 1.60 | 960.00 |
| Temporary Barricade | All Required | | | 14,000.00 |
| Furnishing Field Laboratory | All Required (90%) | | | 1,350.00 |
| Temporary Signing | All Required | | | 37,000.00 |
| | | | | $ 924,686.00 |
| Flagging (57½% of Contractor's Cost) | All Required | | | $ 900.00 |
| Railroad Protection | | | | 600.00 |
| Work by Union Pacific Railroad | | | | 465.00 |
| | | | | $ 1,965.00 |
| | Subtotal | | | $ 926,651.00 |
| | 10% Engr. & Cont. | | | 92,665.00 |
| | Total | | | $1,019,316.00 |
| Nonparticipating Signs Nos. 1, 2 & 3 on Item 29 | | | | (227.00) |
| | | | | $1,019,089.00 |

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(49)82

Length of Roadway - - - - - - - - - - - 3.578 Miles
Length of 3 Structures - - - - - - - - 0.121 Mile (Exceptions)
Total Length - - - - - - - - - - - - - 3.699 Miles
Cost of Roadway Per Mile - - - - - - - $284,820.85

Type Code 6201
Roadway (Asphalt Concrete) (Sta. 2253+99 to Sta. 2302+15)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required (75%) | | $ 1,950.00 |
| Ditch Excavation | 36 cu.yd. | $ 6.50 | 234.00 |
| Trench Excavation | 66 cu.yd. | 5.00 | 330.00 |
| RS-1 Asphalt in Tack Coat | 8 ton | 70.00 | 560.00 |
| Class "B" Asphalt Concrete Mixture | 4,400 ton | 7.35 | 32,340.00 |
| Asphalt Cement in Mixture | 240 ton | 35.00 | 8,400.00 |
| 36-inch Arch Type Culvert Pipe | 58 lin.ft. | 20.00 | 1,160.00 |
| Pipe in Tunnel | 58 lin.ft. | 0.01 | .58 |
| Extra for A.C. Traffic Markers | 90 lin.ft. | 2.10 | 189.000 |
| Furnishing Field Laboratory | All Required (10%) | | 150.00 |
| | | | $ 45,313.58 |
| Flagging (37½ of Contractor's Cost) | All Required | | $ 100.00 |
| | Subtotal | | $ 45,413.58 |
| | 10% Engr. & Cont. | | 4,540.42 |
| | Total | | $ 49,954.00 |

Length of Roadway - - - - - - - - - - - 0.732 Mile
Length of 3 Structures - - - - - - - - 0.180 Mile (Exception)
Total Length - - - - - - - - - - - - - 0.912 Mile
Cost of Roadway Per Mile - - - - - - - $68,243.16

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway PCC | $1,019,089.00 | $940,000.00 | $79,089.00 |
| Roadway AC | 49,954.00 | 46,000.00 | 3,954.00 |
| | $1,069,043.00 | $986,000.00 | $83,043.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

## THE DALLES-FIFTEENMILE CREEK SECTION

## RR PROTECTIVE COST (UPRR)

Engineer inspector for one week.
Full flagging crew for 3 days.

Engineer Inspector $730 per mo., Hdq. - Portland

| | | |
|---|---|---|
| Salary $\frac{\$730}{21}$ x 5 days | = | $173.81 |
| Payroll Additives 30% | = | 52.14 |
| Expenses $12 x 5 days | = | 60.00 |
| Equipment $9.50 x 5 days | = | 47.50 |
| | | $333.45 |

Flagging Crew

Foreman $2.73 to $2.94 per hr., Hdq. - The Dalles
2-Laborers $2.59 to $2.63 per hr., Hdq. - The Dalles

| | | |
|---|---|---|
| Total Crew Salary $65.60 x 3 days | = | $196.80 |
| Payroll Additives 30% | = | 59.58 |
| | | $256.38 |
| Total | | $589.83 |
| State will pay up to | | $600.00 |

Work by U.P.R.R.

Remove and restore track for culvert installation.

| | | |
|---|---|---|
| Labor | = | $325.00 |
| Contingencies | = | 35.00 |
| Payroll Additives | = | 105.00 |
| | | $465.00 |

## THE DALLES-FIFTEENMILE CREEK SECTION

### STATE WORK

| | | |
|---|---|---|
| Temporary Signing (Signs 1, 2 & 3) | All Required | $227.00 |

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(49)82

THE DALLES-FIFTEENMILE CREEK SECTION OF THE

COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

PS & E Estimate

Salem, Oregon, March 31, 1966

Type Code 7221
Roadway (Portland Cement) (Sta. 2302+15 to Sta. 2499+62)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required (25%) | | $ 500.00 |
| Plant-Mix Stone Leveling Course | 15,500 tons | $ 1.75 | 28,125.00 |
| Plant-Mix Bituminous Base | 1,900 tons | 4.25 | 8,075.00 |
| Asphalt in Bituminous Base Mixture | 84 tons | 32.00 | 2,688.00 |
| RS-1 Asphalt in Tack Coat | 4 tons | 65.00 | 260.00 |
| Class "B" Asphalt Concrete Mixture | 17,600 tons | 5.00 | 88,000.00 |
| Class "C" Asphalt Concrete Mixture | 124 tons | 6.00 | 744.00 |
| Asphalt Cement in Mixture | 960 tons | 32.00 | 30,720.00 |
| 7" to 9" Reinforced Concrete Pavement | 23,000 cu.yds. | 25.00 | 575,000.00 |
| 12-inch Reinforced Bridged End Panels | 450 sq.yds. | 12.00 | 5,400.00 |
| Special Steel Reinforcement | 30,000 lbs. | 0.15 | 4,500.00 |
| Extra for A.C. Concrete Curbs | 660 lbs. | 1.00 | 660.00 |
| Extra for A.C. Curb Outlet | 1 only | 25.00 | 25.00 |
| Type 2 Barricade | 950 only | 4.50 | 4,275.00 |
| Extra Guard Rail Posts | 50 only | 10.00 | 500.00 |
| Raise Median Barrier Members | 21,000 lin.ft. | 0.35 | 7,350.00 |
| Raise Guard Rail Members | 28,000 lin.ft. | 0.25 | 7,000.00 |
| Salvage Median Barrier | 2,900 lin.ft. | 1.25 | 3,625.00 |
| Salvaging Type 2 Barricade | 950 lin.ft. | 1.00 | 950.00 |
| Median Barrier-Salvaged Median Barrier | 2,900 lin.ft. | 1.75 | 5,075.00 |
| Guard Rail-Salvaged Type 2 Barrier | 600 lin.ft. | 1.50 | 900.00 |
| Temporary Barricade | All Required | | 18,000.00 |
| Furnishing Field Laboratory | All Required (90%) | | 450.00 |
| Temporary Signing | All Required | | 22,800.00 |
| | | | $814,622.00 |
| Flagging (57½% of Contractor's Cost) | All Required | | $ 900.00 |
| Railroad Protection | | | 600.00 |
| Work by Union Pacific Railroad | | | 500.00 |
| | | | $ 2,000.00 |
| | Subtotal | | $816,622.00 |
| | 10% Engr. & Cont. | | 81,662.00 |
| | Total | | $898,284.00 |

Length of Roadway - - - - - - - - - - - 3.578 Miles
Length of 5 Structures - - - - - - - - 0.121 Mile (Exceptions)
Total Length - - - - - - - - - - - - - 3.699 Miles
Cost of Roadway Per Mile - - - - - - - $251,057.57

Type Code 6201
Roadway (Asphalt Concrete) (Sta. 2253+99.60 to Sta. 2302+15)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required (75%) | | $ 1,500.00 |
| Ditch Excavation | 36 cu.yds. | $ 3.00 | 108.00 |
| Trench Excavation | 7 cu.yds. | 4.00 | 28.00 |
| RS-1 Asphalt in Tack Coat | 8 tons | 65.00 | 520.00 |
| Class "B" Asphalt Concrete Mixture | 4,400 tons | 5.00 | 22,000.00 |
| Asphalt Cement in Mixture | 240 tons | 32.00 | 7,680.00 |
| 36-inch Arch Type Culvert Pipe | 58 lin.ft. | 15.00 | 870.00 |
| Pipe in Tunnel | 58 lin.ft. | 15.00 | 870.00 |
| Extra for AC Traffic Markers | 90 lin.ft. | 1.00 | 90.00 |
| Furnishing Field Laboratory | All Required (10%) | | 50.00 |
| | | | $ 33,716.00 |
| Flagging (57½ of Contractor's Cost) | All Required | | 100.00 |
| | Subtotal | | $ 33,816.00 |
| | 10% Engr. & Cont. | | 3,381.00 |
| | Total | | $ 37,197.00 |

Length of Roadway - - - - - - - - - - - 0.732 Mile
Length of 3 Structures - - - - - - - - 0.180 Mile (Exception)
Total Length - - - - - - - - - - - - - 0.912 Mile
Cost of Roadway Per Mile - - - - - - - $50,815.57

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway PCC | $898,284.00 | $828,500.00 | $69,784.00 |
| Roadway AC | 37,197.00 | 34,000.00 | 3,197.00 |
| | $935,481.00 | $862,500.00 | $72,981.00 |

## THE DALLES-FIFTEENMILE CREEK SECTION

## RR PROTECTIVE COST (UPRR)

Engineer inspector for one week.
Full flagging crew for 3 days.

Engineer Inspector $730 per mo., Hdq. - Portland

| | | |
|---|---|---|
| Salary $\frac{\$730}{21}$ x 5 days | = | $173.81 |
| Payroll Additives 30% | = | 52.14 |
| Expenses $12 x 5 days | = | 60.00 |
| Equipment $9.50 x 5 days | = | 47.50 |
| | | $333.45 |

Flagging Crew
Foreman $2.73 to $2.94 per hr., Hdq. - The Dalles
2-Laborers $2.59 to $2.63 per hr., Hdq. - The Dalles

| | | |
|---|---|---|
| Total Crew Salary $65.60 x 3 days | = | $196.80 |
| Payroll Additives 30% | = | 59.58 |
| | | $256.38 |
| Total | | $589.83 |

State will pay up to $600.00

RECEIVED
APR 18 1967
FOR FILING

I-80N-3(49) 82
6829

April 17, 1967

The Aetna Casualty & Surety Co.
Bond Department
400 Century Tower
Portland, Oregon 97205

Gentlemen:

Contract No. 6829 awarded to Peter Kiewit Sons' Co. for paving on The Dalles-Fifteen Mile Creek section of the Columbia River Highway in Wasco County was completed on December 20, 1966, and accepted by the Highway Commission on April 14, 1967.

Final payment in the amount of $29,134.72 will be released to the contractor after April 24, 1967. The total contract amount is $979,412.57 including $9,145.71 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc Peter Kiewit Sons' Co.
215 So. "V" Street
Vancouver, Washington 98663

Mr. Robert B. Clarke
321 Yeon Building
Portland, Oregon 97204

bc L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
APR 17 1967
FOR FILE
I-80N-3(49)82
6829

April 14, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed December 20, 1966, on Contract No. 6829. The contract was with Peter Kiewit Sons' Company and was for paving The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 14, 1967, and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
C. H. Maison
L. H. Young
J. F. Putnam

srb jw

RECEIVED
APR 12 1967
FOR FILING
I-80/1-3(49)87
6829

1

March 15, 1967

no. 5

Peter Kiewit Sons' Company
215 South "V" Street
Vancouver, Washington 98663

Gentlemen:

The State Highway Commission at its meeting on March 14, 1967, considered your request for an extension of time on Contract No. 6829 on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County.

After considering the recommendation of the Engineer and other available information, the Commission granted you an additional 16 calendar days.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

gs

cc: J. F. Putnam
Richard Hawkins
L. H. Young
F. D. Morgan
C. H. Maison
Bureau of Public Roads

RECEIVED
FEB 15 1967
FOR FILING

I-84-1-3(49)
6829

February 15, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 5
March 14, 1967 meeting

Gentlemen:

Peter Kiewit Sons' Company, contractor on The Dalles-Fifteenmile Creek Section of the Columbia River Highway in Wasco County, Contract No. 6829, requests an increase of 16 calendar days. The contractor's request is based on delays caused by the State in providing necessary striping of a temporary connection and a delay in paving a thin lift of asphalt concrete caused by cold weather.

Previous commitments of our striping crew caused a four-day delay in striping during the stage construction before the temporary traffic pattern could be established. The typical section for this project called for a one and one-half inch overlay of asphalt concrete between two existing structures which are quite close together. This overlay depth was reduced to avoid an undesirable grade change between the two structures. This thin lift of paving required a modification in the paving material and also required dry weather for its application. An extension of 12 days for this reason is justified.

We recommend that the number of calendar days be increased by 16, making a total of 181. This will reduce the liquidated damages to $3,000. This is a Federal-aid interstate project and we have Bureau of Public Roads concurrence.

This matter will be presented to you for consideration at the March 14 meeting.

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
J. F. Putnam

JAB/DES:sg bg

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. [illegible] Contractor [illegible]

Highway Columbia River

Section The Dalles-Celilo Creek

Kind of Work Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommend four calendar days be allowed, for time due to lack of surfacing, as we had some responsibility in scheduling the operation. Recommend that twelve of the fourteen days be allowed, as two were utilized in actual work and twelve were days on which the contractor was not allowed to pave, due to weather conditions.

Recommended for Approval:

J. F. Fultz
Division Engineer

Chas. A. Bud
for Construction Engineer or Bridge Engineer

B. K. Kaboe
Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | [illegible] |
| Project designation | [illegible] State Federal |
| Date awarded | May 11, 1936 |
| Work started | June 2, 1936 |
| Per cent completed | [illegible] Date Dec. 2, 1936 |
| No. of Workdays Allowed | [illegible] 165 |
| No. of Workdays Used | [illegible] 21 |
| No. of Added Workdays Requested | 16 XX |

SP*8250-734

B-320 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date January 9, 1967

Gentlemen:

We, the undersigned, respectfully request ~~an~~ eighteen (18) calendar days increase in the number of workdays ~~from~~ ..... ~~days to~~ ..... ~~days~~, within which to complete our Contract No. 6629, without the assessment of liquidated damages. The said contract is described as follows: The Dalles-Fifteenmile Creek Section, Columbia River Highway.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

As stated in Serial Letter V-24 dated December 30, 1966, copy attached.

Respectfully submitted,

PETER KIEWIT SONS' CO.
Contractor

By Richard Geary
Richard Geary

## CONSENT OF SURETY

Date January 10, 1967

We, THE ÆTNA CASUALTY AND SURETY COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Kenneth C. Kraig
Attorney-in-fact

Kenneth C. Kraig (SEAL)

Robert A. Erickson
Resident Agent

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6829 Contractor Peter Kiewit Son's Company

Highway Columbia River

Section The Dalles-Fifteenmile Creek

Kind of Work Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommend four calendar days be allowed, for delay due to lack of striping, as we had some responsibility in scheduling the operation. Recommend that twelve of the fourteen days be allowed, as two were utilized in actual work and twelve were days on which the contractor was not allowed to pave, due to weather conditions.

Recommended for Approval:

J F Gaultney
Division Engineer

for
Construction Engineer or Bridge Engineer

J M Kleiber
Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6829 |
| Project designation | I-80N 3 (49) 82 (State-Federal) |
| Date awarded | May 11, 1966 |
| Work started | June 28, 1966 |
| Per cent completed | 100% - Dec. 20, 1966 (Date) |
| No. of ~~Workdays~~ Calendar Days Allowed | 165 |
| No. of ~~Workdays~~ Calendar Days Used | 201 |
| No. of Added ~~Workdays~~ Calendar Days Requested | 16 ~~XXX~~ |

SP*0205-734

E-220 (Rev.)—5M—9-64

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date ..... January 9 ....., 1967

Gentlemen:

We, the undersigned, respectfully request ~~an~~ increase in the number of workdays ~~from~~ ..... ~~days to~~ ..... ~~days~~, within which to complete our Contract No. ..... 6149 ....., without the assessment of liquidated damages. The said contract is described as follows: ...

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: ...

... as stated in Serial Letter U-24 dated December 30, 1966, copy attached.

Respectfully submitted,

.....
Contractor

By .....

---

**CONSENT OF SURETY**

Date January 10, 1967

We, The Ætna Casualty and Surety Company

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

.....
Attorney-in-fact
Kenneth C. Kraig

(SEAL)

.....
Resident Agent

Form CO-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: February 3, 1967

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

T. Dec

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-3(49)82
The Dalles Fifteenmile Creek Section, Columbia River Highway
Request for Time Extension

Reference is made to Mr. Klaboe's letter of January 30, 1967 requesting our concurrence in extension of time, subject project, as follows:

| | |
|---|---|
| Delay due to delay in striping | 4 days |
| Delay due to thin lift requirement because of grade limitations. (actually misrepresented on plans) | 12 days |

Under Article 8-8 of the general provisions whereby time extension may be granted for delays due to changes in plans and Article 320-1.4 providing for modification of mix as needed for feathering, we concur in your recommendation that a 16-day extension of time be granted.

cc Young
Bond
Mason
2-8-67

RECEIVED
FEB 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-30 5067 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 26, 1967

RECEIVED
JAN 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

SUBJECT: Extension of Time
The Dalles-Fifteenmile Creek Section
Columbia River Highway
Contract No. 6829

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Attached is a request from Peter Kiewit Sons' Company, contractor on the subject contract, for an increase of 18 calendar days. The contractor's request is based on a delay by the State in providing necessary striping at a temporary connection and a delay in paving a thin lift of asphalt concrete caused by cold weather.

The contractor gave us 2 days advance notice of the time that the new eastbound lanes could be striped for a temporary connection. Because of other commitments, the State's striping crew was unable to perform this work immediately and a 4-day delay did occur. An extension of 4 calendar days is justified.

The typical section for this project for the section between Station 2295 and Station 2299 called for a 1-1/2-inch overlay of asphalt concrete. Because of the relatively short distance between these two structures, the typical section had to be modified to prevent a hump in the grade line and the final depth of the overlay varied between 1/4 and 1/2 inch. Because of this thin lift, the asphalt concrete mix utilized 1/4"-0 aggregate. Since this mix was different than any of the other asphalt concrete on the project, it did not lend itself to production during the other asphalt concrete work. The contractor completed his other asphalt concrete paving work on the median and shoulders on December 6, 1966. Because of the thin lift involved, the Resident Engineer would not allow the contractor to pave unless the temperature was above 40 degrees. The contractor completed this thin lift of pavement on December 19 and 20. This represents a 12-day delay which was not the contractor's fault but was to provide for good construction practices. An extension of 12 calendar days is justified.

This project was established with 165 calendar days allowed for completion of all the work. The project was completed on December 20, 1966 at which time 201 calendar days had been used. This is 36 days in excess and represents $5,400 in liquidated damages. Based on the two delays mentioned above, which were caused by the State, we recommend that the calendar days be increased by 16, from 165 to 181. This will reduce the liquidated damages to $3,000.

This is a Federal-aid Interstate project and is governed by the 1964 Standard Specifications which allows extensions of time for the reasons given above.

This matter has been discussed with the Bureau of Public Roads Area Engineer who agrees that our reasons for granting an extension appear to be valid.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:fp
Attach.
cc L. H. Young

December 30, 1966

Oregon State Highway Department
P.O. Box 122
The Dalles, Oregon

Attention: Mr. Richard S. Hawkins
Resident Engineer

Re: The Dalles-Fifteenmile
Creek Section
Columbia River Highway
OSHD Contract No. 6829
The Dalles #2, 3716
Serial Letter V-24

Gentlemen:

In accordance with Article 8-8 of the General Special Provisions we request an increase in the contract time for causes beyond our control. The total adjustment we request is eighteen (18) calendar days.

Fourteen (14) of these days are for the period December 6 to December 20. On December 6, our subcontractor completed paving the median area. The only work remaining after that time was a thin overlay on the west end of the job. This work would have been done along with the other asphalt work, prior to the traffic switch on October 8th, but a change in grade had not been calculated by the State and an off ramp to The Dalles was added.

Our subcontractor finally accomplished the placement of this overlay with ½" - 0 asphalt on December 19th and 20th. He was prevented from doing the work in the period between December 6th and 19th by cold weather.

The four (4) other calendar days requested are for the period September 30 to October 3rd. That job was delayed due to the States Striping Crew being unavailable. This is explained in our letters of October 10 and October 25.

We request that this eighteen (18) calendar increase in time be considered as specified in Article 8-8, especially sub paragraphs a, b, and d.

Consent of our Surety for this request is affixed to this letter.

Yours very truly,

PETER KIEWIT SONS' CO.

Richard Geary
General Superintendent

Consent of Surety

The Ætna Casualty andSurety Company

By
Paul R. Ratliffe, Attorney-in-Fact

RG/am

cc: Res. Eng. (3)
Job
file

PETER KIEWIT SONS CO.
CONTRACTORS
ESTABLISHED 1884
HOME OFFICE - OMAHA, NEBRASKA
P.O. Box 1777
VANCOUVER, WASHINGTON

October 25, 1966

Oregon State Highway Department
P. O. Box 122
The Dalles, Oregon

Attention: Mr. Richard S. Hawkins
Resident Engineer

Re: The Dalles-Fifteenmile
Crook Section
Columbia River Highway
OSHD Contract No. 6829
The Dalles #2, 3716
Serial Letter V-22

Gentlemen:

Reference is made to our letter of October 10 and your reply of October 20 concerning a four calendar day delay on the subject job while waiting for the State striping crew.

As you point out, this delay comes under section 8-8, Adjustment of Contract Time, particularly subsection (b) "Failure of the State,...to act promptly in carrying out its obligations and duties."

We request that the contract time be increased by this four calendar day delay. The third paragraph of section 8-7 of the specifications provides that "The contract time will be subject to adjustment during the progress of the work.....".

Yours very truly,

PETER KIEWIT SONS' CO.

Richard Geary
General Superintendent

RG/lma
cc: Res. Eng. (3)
Job
File

RECEIVED
MAR 22 1967

TIME EXTENSIONS APPROVED BY HIGHWAY COMMISSION 3-14-67

I-80N-3(49)82
6829

Construction Division Federal-aid Contracts

| Agenda No. 3h | Contract No. | Section | Extension Granted: Penalty Days | Extension Granted: Amount | B.P.R. Participation |
|---|---|---|---|---|---|
| 1 | 6743 | Irrigon Jct.-Umatilla Co. Line | (1) | ----- | All |
| 2 | 6670 | Antelope Creek-Medford | 8 | $400 | All (secondary) |
| 4 | 6652 | Alsea Mountain | 25* | $3,750 | All (secondary) |
| 5 | 6829 | The Dalles-Fifteenmile Creek | 16 | $2,400 | All |
| 6 | 6490 | Coyote Creek-Grave Creek | 26 | $7,280 | All |

(1) Extension is for ordered "stop work" period only - 10-13-66 to 11-7-66.

* Extension covers all time to actual completion, leaving no penalty.

JAB:sg
3-21-67

cc: F.B. Klaboe
L.H. Young
C.H. Maison
J.A. Bond

FORM E-1 REV (9-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| | SECTION: The Dalles - Fifteenmile Creek | WEEK ENDING: February 25, 1967 |
| | | SECTION PREFIX: 633-1097 |
| | HIGHWAY: Columbia River | COUNTY: Wasco |
| NAME OF JOB: The Dalles - Fifteenmile Cr. Sect. | KIND OF WORK: Paving | |
| CONTRACTOR: Peter Kiewit Sons' Company | CONTRACT NUMBER: 6829 | FEDERAL AID PROJECT NUMBER: I-80N-3(49)82 |
| DATE OF CONTRACT: May 11, 1966 | DATE WORK STARTED: June 28, 1966 | ESTIMATED COMPLETION DATE: December 20, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0 | SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS: 165 | WORK DAYS USED / CALENDAR DAYS USED: 201 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 121% |
| PROJECT AUTHORIZATION: $ 1,093,612.02 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100% |
| EXCLUSIVE OF ENGINEERING: $ 1,015,844.06 | ENGINEERING AUTHORIZATION: $ 77,767.96 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 98% |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 927,800.73 | ENGINEERING COST TO DATE: $ 77,845.67 | DATE PROJECT WAS COMPLETED: |
| ESTIMATED PERCENT: [redacted] UNDERRUN . . . . . 1.8 % | PERCENT OF AUTHORIZATION . . . . . 100.1% | December 20, 1966 |

ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | A.C. Pave. 100% A.C. Pave. | P.C.C. Pave. 100% P.C.C. Pave. |
|---|---|---|---|---|---|---|---|
| 100% | 100% | | 100% | | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | [redacted] PAVING | P.C.C. Pave. |
|---|---|---|---|---|---|
| MILES IN PROJECT | | 3.63 | | 4.62 | 3.63 |
| MILES PARTIALLY COMPLETED | | 3.63 | | 4.62 | 3.63 |
| MILES COMPLETED | | 3.63 | | 4.62 | 3.63 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | 17,400 Tons | | 22,120 Tons | 23,000 cy |
| TOTAL QUANTITIES CORRECTED TO DATE | | 18,872 Tons | | 21,262 Tons | 22,980 cy |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | 18,872 Tons | | 21,262 Tons | 22,980 cy |
| AVERAGE DAILY QUANTITIES | | - | | - | - |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | - | | - | - |
| NUMBER OF SHIFTS PER DAY | | - | | - | - |
| HOURS PER SHIFT | | - | | - | - |

EQUIPMENT USED DURING THE WEEK:

None Used

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Sunny | | | |
| MONDAY | P. Cloudy | | | |
| TUESDAY | Clear | | | |
| WEDNESDAY | P. Cloudy | | | Holiday |
| THURSDAY | Clear | | | |
| FRIDAY | P. Cloudy | | | |
| SATURDAY | Cloudy | | | |

BEN GIFFORD

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | |
| MONDAY | Project completed. No work. |
| TUESDAY | Same |
| WEDNESDAY | Holiday |
| THURSDAY | Same as Monday. |
| FRIDAY | Same. |
| SATURDAY | |

**REMARKS**

The Semi-Final Estimate was completed on Thursday and submitted to The Division Office on Friday of this week.

This will be the last Field Engineer's Weekly Report for this project.

Richard S. Hawkins
Resident Engineer

SIGNED Erle L. Calhoun LOCATION P. O. Box 122, The Dalles, Oregon
by: Erle L. Calhoun

PRIME RESIDENT SUBMIT 2 COPIES, WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
FEB 2 - 1967
FOR FILING

February 2, 1967

Mr. L. N. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Summary of Statewide Inspection-in-Depth on Portland Cement Concrete Paving - 1966
I39-06-1(95)49

Dear Sir:

Your memorandum of January 13 regarding the statewide inspection-in-depth on portland cement concrete paving has been reviewed. Following are our comments on your general findings as related in the report.

Finding No. 1: You note that on all projects initial machinery difficulties were encountered and you recommend that some type of a shakedown or dry run might help to iron out these problems.

Comment: We most certainly also desire a much better start than was experienced. It is our opinion that a portion of this problem encountered was somewhat due to old machinery and inexperienced operating personnel. A check of all equipment to assure that it is in proper working condition is certainly in order and we will stress this point to our Engineers and Inspectors. It would also appear that perhaps a period of pre-instruction to new contractor personnel might be beneficial; this will also be stressed.

Finding No. 2: You note that on several projects a lack of experience in personnel regarding the specification enforcement was evident. You recommend training one or two men who would be entirely familiar with this operation and that we use them as roving inspectors.

Comment: We believe that this recommendations has already been placed in effect. On the later portion of the Fallen-Fifteenmile Creek project and on the Lane-Malheur County Line Section, the top paving inspector in the state

was sent to these projects and the Central Laboratory's concrete plant expert was also sent to these projects to bolster up the existing personnel. We believe we need more than one expert in these phases of inspection and are now in the process of training and instructing additional personnel. Classes regarding concrete have just concluded for some 25 men statewide at our central laboratory and it is intended to follow up with this training to other personnel.

Finding No. 3: Your report notes that some engineers appear to obtain more consistent results and have more complete records than others. To standardize, you recommend that a checklist might be of benefit to the engineers.

Comment: We feel that this may be worthwhile and will work one up for the field's use. We also have noted that some of our engineers, like yours and no doubt all other agencies, just naturally keep better records and, in most instances, generally obtain better jobs than others.

Finding No. 4: You note that there is the possibility of coarse aggregate segregation on some projects, and you recommend it be brought to the attention of our Resident Engineer.

Comment: You may be assured that this will be done.

Your General Comments have been noted and, for the most part, have already been taken up with the personnel on the projects referred to in this report. They will form a part of our instructional reminders in future seasons.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabbe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young

JHW:fp srb

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

Klamath

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

**TO :** Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

**DATE:** January 18, 1967

**In reply refer to:** 08-35-DA

**FROM :** A. W. Parsons, Division Engineer
Salem, Oregon

**SUBJECT:** Final closeout summary of Statewide inspection-in-depth into Portland cement concrete paving - 1966, #35-66-EID(95)49

We have conducted our Statewide inspection-in-depth into every concrete paving project you administered this last year. Our inspections started in August and they indicated that all concrete pavement placed in 1966 gave reasonably good riding characteristics and adequate strength.

All personnel associated with this work appear to be very conscientious and your Department is commended for their vigilence in inspecting the paving operations.

The projects inspected were:

Azalea - Glendale Section, I-5-2(47)82 # 6514
The Dalles Fifteen Mile Section, I-80N-3(49)82 # 6539
Lime - Malheur County Line Section, I-80N-7(18)341 # 6441
SW. Montgomery - Broadway Section, I-405-3(9)302 # 6571

Individual project deficiencies have been discussed with your personnel and you have been furnished with a copy of every inspection-in-depth.

There are certain underlying items which consistently crop up on two or more jobs that merit some consideration for future projects. These findings are numerated below:

1. Finding (Paving Machinery Difficulties)

All projects without exception gave initial problems in ironing out the machinery difficulties for the first few hundred feet of pavement placed. These problems reflected roughness of the paving slab, honeycombing, and rough edges.

Recommendations

It is recommended that you consider some type of "shake down" or "dry run" operation to concrete placement on the main grade. Here machinery difficulties and scheduling problems could be ironed out.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

2. Finding (Experience in Specification Enforcement)

A lack of experience in the problem of how far to insist on specification enforcement was obvious on several jobs. The end results of this problem would be inconsistency in the plastic concrete which could result in a rough riding surface because of the erratic speed of the finishing operation.

Recommendations

It is recommended that you consider training one or two key men in concrete paving who are entirely familiar with concrete mixing and placement operation, and will actually travel onto the project initially and remain until all problems of production and placement are ironed out. These men should have authority to shut down any phase of the paving operation if in their opinion adequate results are not being obtained. There are some excellent training seminars and workshops sponsored by ACPA and PCA that could add much depth to such people in this work.

3. Finding (More Consistent Results and Complete Records)

Some resident engineers appear to obtain more consistent results and have more complete records than others. This was due primarily to a greater depth and understanding of concrete pavement placement and the possible problems involved therein.

Recommendations

It is recommended that a concrete paving checklist be furnished to all resident engineers involved in concrete pavement covering all facets of the paving operation prior to starting the actual paving.

4. Finding (Aggregate Segregation During Stockpiling)

On Several of the projects it was found that some coarse aggregate was allowed to fall freely from 10' to 15' into a conically-shaped pile. This forces much of the coarse material to the outside of the pile and contributes to segregation.

Recommendations

It is recommended that this item be brought to the attention of all engineers involved in the stockpile operation, and in the event that a loader is not continually breaking down the pile, a baffled enclosure be installed at the end of the belt to reduce the segregation.

General Comments

There still appears to be some reluctance by the contractor's personnel to protect the membrane curing compound and hand spray the compound on

the slab edges after the forms have been removed. Also, it was found in most cases that the type of rolling equipment for the base or subbase was not indicated, and that a daily record could advantageously indicate the station, rolling procedure, the size of the machinery, and that adequate compaction was obtained.

All items mentioned in previous concrete paving inspection-in-depth reports have been resolved to our satisfaction. The recommendations in this memorandum although general in nature should improve the project. We would appreciate your consideration of these items.

RECEIVED
JAN 31 1967
FOR F...

I-80N-3(49)82

6829

January 30, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Request for Time Extension
The Dalles-Fifteenmile Creek
Section, Columbia River Highway
Project No. I-80N-3(49)82

Dear Sir:

We have received from Peter Kiewit Sons' Company, contractor on the subject project, a request for an increase of 18 calendar days. The contractor's request is based on a delay by the State in providing necessary striping of a temporary connection and a delay in paving a thin lift of asphalt concrete caused by cold weather.

The contractor gave us two days' advance notice of the time that the new eastbound lanes could be striped for a temporary connection. Because of other commitments, the State's striping crew was unable to perform this work immediately and a four-day delay did occur. An extension of 4 calendar days is justified.

The typical section for this project for the section between Station 2295 and Station 2299 called for a 1½-inch overlay of asphalt concrete. Because of the relatively short distance between these two structures, the typical section had to be modified to prevent a bump in the grade line and the final depth of the overlay varied between ¾ and ⅞ inch. Because of this thin lift, the asphalt concrete mix utilized ½"-0 aggregate. Since this mix was different than any of the other asphalt concrete on the project, it did not lend itself to production during the other asphalt concrete work. The contractor completed his other asphalt concrete paving work on the median and shoulders on December 6, 1966. Because of the thin lift involved, the Resident Engineer would not allow the contractor to pave unless the temperature was above 40 degrees. The contractor completed this thin lift of pavement on December 19 and 20. This represents a 12-day delay which was not the contractor's fault, but was to provide for good construction practices. An extension of 12 calendar days is justified.

This project had 165 calendar days established to complete all the work. The project was completed December 20, 1966. At that time 36 days in excess of the specified amount had accrued. This project is governed by the 1964 Standard Specifications which allow extensions of time under Section 8-8 for the reasons given above.

It is our recommendation that the calendar days be increased by 16. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
J. F. Putnam

DES:fp srb

Form A-186—6M

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

STATE FORCE WORK APPROVED
Contingent upon approval of project agreement by Federal funding agency
Date 12/[illegible] [illegible] Dist. Engineer
U.S. Bureau of Public Roads

Supplement #1
Order No. 2

Project Name The Dalles-Fifteenmile Creek Date December 29, 19 66

Highway Columbia River Contract No. 6829 F. A. Project No. I-80N-3(49)82

County Wasco Prefix 633-1097 Account No. 285-02

Description of Work To Be Done:
Work to be done by the Union Pacific Railroad personnel in conjunction with the contractor's installation of a new drain culvert under the railroad tracks.

Location by Station Numbers:
North of Station 2266±

Estimate of Quantities and Costs:

| | |
|---|---|
| Original estimate of cost. | $605.00 |
| Supplement Order #1 | 245.00 |
| Total | $850.00 |

Explanation: To cover railroad costs for work performed by their own personnel as outlined in the special provisions for the subject project. Funds were provided in the original

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $245.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run (amount) | $0 |
| Expected under-run / over-run (per cent) | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins, Resident Engineer

Approval Recommended: /s/ John A. Bond, For Construction Engineer or [illegible]

Approval Recommended: /s/ L. H. Warfield, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer [illegible] Office Engineer.

[illegible] State Printing

Voucher 1-17-67

RECEIVED
JAN 18 1967
FOR [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-80N-3 (49) 82
6829

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
December 23, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on Dec. 20, 1966, on Contract No. 6829, The Dalles-Fifteenmile Creek Section, in Wasco County, in connection with Federal-Aid Project No. I-80N-3(49)82.

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 1-5-67

Conditions noted on above date:

None

A. W. Parsons
Division Engineer

to: Forrest Cooper
Vince Gallagher

By: G. R. Brooks
G. R. Brooks
District Engineer

Young
1-18-67

RECEIVED
DEC 27 1966
FOR FILING

I-80N-3(49)+2
6479

December 27, 1966

1261

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Re: Statewide Inspection-in-Depth Summary on Construction Signing and Flagging

The statewide inspection-in-depth report on construction signing and flagging has been received and reviewed. This report lists inadequacies in four areas as follows:

1. Inadequate or substandard barricades and channeling devices.

2. Improper positioning of signs.

3. Maintenance of signs inadequate.

4. Nonstandard signs being used.

In order to correct and clarify problems encountered in construction signing, as noted in your General Comments, the State is at the present time setting up a standard drawing which sets forth in general the minimum proper signing to be used in most problem areas. In addition, specifications are being written to standardize and set up controls as well as provisions for payment. There still remains some work to do on this but it will soon be ready for use.

We believe these new plans and specifications will improve and clarify our present procedures and correct the findings as noted in your report.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young

JHW:fp srb

Form CD-121 (11-65) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

RECEIVED
DEC 1 3 1966
CONSTRUCTION
DIVISION

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 13, 1966

In reply refer to: ~~08-35-DA~~

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Statewide Inspection-in-Depth Summary, Control No. 35-66-EID(85)44
Construction Signing and Flagging

We have been continuing our Statewide inspection-in-depth program, and throughout the months of July, August, and September have inspected the construction signing and flagging phase on the following projects:

#6829 I-80N-3(49)82, The Dalles-Fifteenmile Section
#6729 I-80N-7(15)320, Oxman-Bubbs Ranch Section
#6571 I-5-2(46)96, Canyonville-Bear Gulch Section
#6115 F-135(7), Burnside-Big Creek Section

You have previously been furnished copies of the reports for each inspection. Individual project deficiencies were discussed with your field personnel.

While the projects inspected were limited in number, our review indicated the following items are either repetitive or of sufficient importance that appropriate action should be taken on a Statewide basis to prevent recurrence on future projects.

1. Substandard or Inadequate Barricades, Channelizing Devices, or Lighting Devices Utilized in Directing Traffic through Detours

In general the detours were found to be adequately protected by advance warning signs; however, in some cases detours, as well as transitions from a 2 to 4 lane roadway, were not properly equipped with barriers and/or channelizing devices or adequate lighting devices for night operations. In other cases the construction barricades that were in use were substandard.

12-16-66 sig to Milgard to sign Agency

Recommendation

Standard barriers and channelizing devices such as barricades, cones, drums and sandbags conforming to the requirements of Section 5c of the AASHO MUTCD should be required wherever conditions warrant their

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

use. It is also recommended that for night time operations a flashing beacon be required at the gore point where roadways change from a 2-lane facility to a 4-lane facility in order to prevent wrong way movements.

2. Positioning of Signs Not in Proper Locations

The positioning of signs were in most cases considered adequate. In some situations; however, the distance between signs were found to be less than that specified by boththe AASHO MUTCD and Technical Bulletin No. 24. On one project inspected a flagman directing traffic was positioned in advance of a "Flagman Ahead" warning sign.

Recommendation

Signs, in order to be effective, should always be placed in positions where they will convey their messages most effectively as well as allow the driver sufficient time to absorb the message before having to act. It is recommended, therefore, that supplemental instructions be issued to all field personnel concerned emphasizing the need for adequate spacing and positioning of all signs throughout construction projects.

3. Maintenance of Construction Signing is Considered as Inadequate

In general the maintenance of construction signing and traffic control devices were found to be somewhat less than that considered acceptable. the major maintenance problems noted were signs tilted at improper angles, signs left in place when no longer applicable, the use of damaged or faded signs, and the use of substandard or damaged sign mounts.

Recommendation

It is recommended that periodic maintenance inspections conducted by a responsible member of both the engineering and contractor's staff be made mandatory. All maintenance inspections made and corrective actions taken should be fully documented in the project diaries.

4. Use of Nonstandard Signs

Most of the construction signs in place on one project inspected did not conform to the approved standards. The signs in use were made of a paper material which became quite wrinkled and faded when exposed to the weather. Of primary concern, however, was the white legend on a red background instead of the approved standard colors.

(more)

Recommendation

There is no objection to allowing the use of paper signs provided they are properly attached to an adequate support, free of wrinkles and have not become faded. The use of legend and background colors which do not conform to the requirements of the AASHO MUTCD is not recommended and should not be allowed under any circumstances. It is recommended, therefore, that instructions be issued to all responsible field personnel emphasizing the reasons for requiring the use of only standard construction signs in accordance with the AASHO MUTCD.

5. General Comments

The signing and other traffic control devices provided on the I-80N-3(49)82, the Dalles-Fifteenmile Creek project were considered outstanding when compared to that provided on other projects inspected. It is felt that this condition is due to the contract including a traffic control plan and providing provisions for reimbursing the contractor for furnishing all necessary traffic constrol devices. While it is recognized that special conditions and circumstances preclude prior planning of complete construction signing on all projects it is felt that traffic control plans should be made an integral part of the contract whenever possible. It is also believed that considerable benefit would result if preconstruction conferences with the contractor were attended by law enforcement agencies and utility companies involved.

Since the advent of this inspection-in-depth the State began a complete reevaluation of the entire construction signing on projects in the State. A standard design sheet covering uniform procedures, standard design features and sizes were furnished all Division offices for review and comments. The final approved standard sheet has just been completed and will be incorporated into the plans of all future construction projects. The contractor will be required to furnish and place these signs on all projects where traffic is involved with construction. Plans are now to have this work considered as a subsidiary obligation under other contract items.

This is considered as a major improvement by the State Highway Department in the safe handling of traffic, and we wish to commend you for taking this action.

RECEIVED
DEC 1 1 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-300—65

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date [illegible]
FHWA
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name The Dalles-Fifteenmile Creek Section — Date December 21, 1966
Highway Columbia River — Contract No. 6829
County Wasco — Prefix 633-1097
Contractor Peter Kiewit Sons' Company — F. A. Project No. I-80N-3(49)82
Address P. O. Box 1777, Vancouver, Washington 98660 — Order No. 4-Supplemental #1

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

**Description of work to be done:**

Excavation of high spots in grade in preparation for placing nominal thickness of P.C.C. pavement.

**Location by station numbers:**

Throughout the project:

Sta. 2302+40 to Sta. 2499+62

**Estimate of quantities and cost:**

| | |
|---|---|
| Original Order | $ 460.00 |
| Supplemental #1 | 935.00 |
| Total | $1,395.00 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

This supplement order required to cover the costs of additional work necessary to remove high spots that were not detected prior to the submission of the original order.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $1,093,612.02 | |
| Present estimate of project cost, including $935.00 for work under this order | $1,093,612.02 | |
| Expected under-run / over-run amount | $ 0 | |
| Expected under-run / over-run per cent | 0 | |

Submitted by: /s/ Richard S. Hawkins
Resident Engineer
Richard S. Hawkins

Approval Recommended: /s/ L. H. Warfield
Division Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer
Office Engineer.

1-11-67

State Printing

DEC 16 1966

I-8011-3(11)+2

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 6829 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 13, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Statewide Inspection-in-Depth Summary, Control No. 35-66-EID(85)44
Construction Signing and Flagging

We have been continuing our Statewide inspection-in-depth program, and throughout the months of July, August, and September have inspected the construction signing and flagging phase on the following projects:

I-80N-3(49)82, The Dalles-Fifteenmile Section
I-80N-7(15)320, Oxman-Bubbs Ranch Section
I-5-2(46)96, Canyonville-Bear Gulch Section
F-135(7), Burnside-Big Creek Section

You have previously been furnished copies of the reports for each inspection. Individual project deficiencies were discussed with your field personnel.

While the projects inspected were limited in number, our review indicated the following items are either repetitive or of sufficient importance that appropriate action should be taken on a Statewide basis to prevent recurrence on future projects.

1. Substandard or Inadequate Barricades, Channelizing Devices, or Lighting Devices Utilized in Directing Traffic through Detours

In general the detours were found to be adequately protected by advance warning signs; however, in some cases detours, as well as transitions from a 2 to 4 lane roadway, were not properly equipped with barriers and/or channelizing devices or adequate lighting devices for night operations. In other cases the construction barricades that were in use were substandard.

Recommendation

Standard barriers and channelizing devices such as barricades, cones, drums and sandbags conforming to the requirements of Section 5c of the AASHO MUTCD should be required wherever conditions warrant their

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

use. It is also recommended that for night time operations a flashing beacon be required at the gore point where roadways change from a 2-lane facility to a 4-lane facility in order to prevent wrong way movements.

2. Positioning of Signs Not in Proper Locations

The positioning of signs were in most cases considered adequate. In some situations; however, the distance between signs were found to be less than that specified by boththe AASHO MUTCD and Technical Bulletin No. 24. On one project inspected a flagman directing traffic was positioned in advance of a "Flagman Ahead" warning sign.

Recommendation

Signs, in order to be effective, should always be placed in positions where they will convey their messages most effectively as well as allow the driver sufficient time to absorb the message before having to act. It is recommended, therefore, that supplemental instructions be issued to all field personnel concerned emphasizing the need for adequate spacing and positioning of all signs throughout construction projects.

3. Maintenance of Construction Signing is Considered as Inadequate

In general the maintenance of construction signing and traffic control devices were found to be somewhat less than that considered acceptable. the major maintenance problems noted were signs tilted at improper angles, signs left in place when no longer applicable, the use of damaged or faded signs, and the use of substandard or damaged sign mounts.

Recommendation

It is recommended that periodic maintenance inspections conducted by a responsible member of both the engineering and contractor's staff be made mandatory. All maintenance inspections made and corrective actions taken should be fully documented in the project diaries.

4. Use of Nonstandard Signs

Most of the construction signs in place on one project inspected did not conform to the approved standards. The signs in use were made of a paper material which became quite wrinkled and faded when exposed to the weather. Of primary concern, however, was the white legend on a red background instead of the approved standard colors.

(more)

Recommendation

There is no objection to allowing the use of paper signs provided they are properly attached to an adequate support, free of wrinkles and have not become faded. The use of legend and background colors which do not conform to the requirements of the AASHO MUTCD is not recommended and should not be allowed under any circumstances. It is recommended, therefore, that instructions be issued to all responsible field personnel emphasizing the reasons for requiring the use of only standard construction signs in accordance with the AASHO MUTCD.

5. General Comments

The signing and other traffic control devices provided on the I-80N-3(49)82, the Dalles-Fifteenmile Creek project were considered outstanding when compared to that provided on other projects inspected. It is felt that this condition is due to the contract including a traffic control plan and providing provisions for reimbursing the contractor for furnishing all necessary traffic constrol devices. While it is recognized that special conditions and circumstances preclude prior planning of complete construction signing on all projects it is felt that traffic control plans should be made an integral part of the contract whenever possible. It is also believed that considerable benefit would result if preconstruction conferences with the contractor were attended by law enforcement agencies and utility companies involved.

Since the advent of this inspection-in-depth the State began a complete reevaluation of the entire construction signing on projects in the State. A standard design sheet covering uniform procedures, standard design features and sizes were furnished all Division offices for review and comments. The final approved standard sheet has just been completed and will be incorporated into the plans of all future construction projects. The contractor will be required to furnish and place these signs on all projects where traffic is involved with construction. Plans are now to have this work considered as a subsidiary obligation under other contract items.

This is considered as a major improvement by the State Highway Department in the safe handling of traffic, and we wish to commend you for taking this action.

RECEIVED
DEC 1 1 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-206—SM

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

DEC 5 1966
Date GI-P

Project Name The Dalles-Fifteenmile Creek Section  Date December 5, 1966

Highway Columbia River  Contract No. 6829

County Wasco  Prefix 633-1097

Contractor Peter Kiewit Sons' Company  F. A. Project No. I-80N-3(49)82

Address P.O. Box 1777, Vancouver, Washington 98660  Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Excavation of high spots in existing A.C. Paving at Bridge Ends. These have to be removed prior to placing planned A.C. Overlay. (NOTE: Teletype approval of this order was received from J. A. Bond on 12-5-66.)

Location by station numbers:

Station 2296+30 and 2299+48 on EB Lanes
Station 2295+25 and 2299+00 on WB Lanes

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OFFICE
STATE HIGHWAY

Estimate of quantities and cost:

| | |
|---|---|
| Equipment | $ 180.00 |
| Labor | 80.00 |
| Contractor's % | 39.00 |
| Total | $ 299.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

There is no Bid Item in the contract to cover this work other than on an Extra Work Order Basis.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $ 299.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run amount | $ 0.00 |
| Expected under-run / over-run per cent | 0% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins, Resident Engineer
Richard S. Hawkins

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. H. Warfield, Division Engineer

Approved: /s/ L. H. Young, Assistant State Highway Engineer or Office Engineer.

SP*23577-734

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DEC 7 - 1966

FOR FILING

I-80N-3(47) 82

6829

1

December 2, 1966

119.K

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Inspection-in-Depth on Paving Operation, The Dalles-Fifteenmile Creek Section, Columbia River Highway

As noted in your report, this inspection was a follow-up on a previous inspection. The summary of findings and recommendations includes six items which were considered deficient in the first inspection. This report notes that these items have been corrected and were found satisfactory.

Due to the problems encountered on this project, a review of our existing specifications on portland cement concrete paving will be made, with strong emphasis on the requirements for suitable, capable equipment in good working condition.

Very truly yours,

NOTED
F. B. KLABOE

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
Virgil G. O'Neil

JHW:sg srb

STATE COPY

FORM PR-33D (REV. 10-65) cc: OSHD (Kisbee) Region(3 cys) Wash DC File 439 Admin Mgr

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# CONSTRUCTION INSPECTION-IN-DEPTH REPORT

*(PPM 20-6.1)*

*(Check appropriate one)* ☐ ORIGINAL INSPECTION REPORT ☒ FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Wasco | I-80N-3(49)82 |

| DATE OF INSPECTION | PHASE(S) INSPECTED |
|---|---|
| 10-19-66 | Portland Cement Concrete Paving |

| INSPECTION MADE BY | IN COMPANY WITH |
|---|---|
| R. A. Schell, Area Engineer<br>W. R. Grafe, Area Engineer<br>R. W. Pillsbury, Bridge Engineer | R. W. Hawkins, Resident Engineer, OSHD<br>J. Putnam, Division Engineer, OSHD<br>J. Walker, Assistant Construction Engr, OSHD |

REPORT PREPARED BY

R. Nelson, Engineer Trainee and R. A. Schell, Area Engineer

PROJECT INCLUDES

☐ GRADING AND DRAINAGE ☐ BASE ☒ PAVING ☐ MAJOR STRUCTURES ☐ OTHER *(Specify)* _____

| CONTRACTOR *(Name and address)* | CONTRACT AMOUNT |
|---|---|
| Peter Kiewit Sons Co.<br>215 South "V" Street<br>Vancouver, Washington 98663 | $969,999.00 |
| | PROJECT STATUS (% comp.)<br>Approx. 60% |

LOCATION

Just north of The Dalles from Sta 2253+99.60 to Sta 2499+62 on the Columbia River Highway.

REPORT FORMAT: (1) SUMMARY OF FINDINGS: (2) RECOMMENDATION (INCLUDING NEEDED FOLLOWUP ACTION); (3) DETAILED REPORT OF INSPECTION.

(Part of a Statewide inspection-in-depth)

THE DALLES - FIFTEENMILE CREEK SECTION
COLUMBIA RIVER HIGHWAY

This is a followup report on the inspection-in-depth held on August 10 and 11, 1966. All notes taken are in the Division office files.

SUMMARY OF FINDINGS AND RECOMMENDATIONS

1. Unacceptable Pavement

The original report noted that most of the pavement placed during the first two days of paving was defective and, therefore, not accepted by the State. To correct this the contractor has removed and replaced panels 5 through 18 at his own expense. There still remains some minor edge defects and filling and grinding which must be repaired before the eastbound sections will be acceptable.

(more)

EDITION OF (5-64) IS USABLE

2. Concrete Mix Design

During the original in-depth inspection, it was found that the mix design was based on old aggregate samples not completely representative of the material actually being used. The mix design is now based on current aggregate samples and the concrete appears satisfactory.

3. Slab Vibration

In the original inspection report it was noted that the only slab vibration being accomplished was provided by the machine used to vibrate and press the welded wire fabric into position in the slab. It was also noted that there was considerable honeycombing apparent on the surface of pavement poured during the first two days of paving on the eastbound lanes. A review of cores taken from the eastbound lanes and of the pavement placed since the first two days of paving indicates that satisfactory consolidation of the concrete is being obtained without the use of vibrating spuds. It now appears that the previously mentioned honeycombing was due to the combination of a too stiff mix and a very low humidity instead of a lack of vibration.

4. Straightedging

The original report noted that the concrete was not being straightedged while still in a plastic state as is required by the standard specifications. The State now has a 10-foot straightedge on the project and the resident engineer stated that the slab is being straightedged at least once a day as a check on the trueness of the finishing machine. The State also observes the contractor's finishers as they use a 12-foot scrapping straightedge to pull excess grout from the surface of the pavement.

5. Curing

The first report noted that the curing medium had been damaged and not repaired in many areas. On the followup inspection it was found that this condition still exists to some extent and that curing compound is not being sprayed on the exposed edges of the pavement immediately following the removal of the side forms. This was discussed with the resident engineer who indicated that this situation will be corrected. No further action is considered necessary.

(more)

6. Diary

In the last inspection report it was noted that the only inspector on the project with previous PCC paving experience was not keeping a diary. This inspector is now keeping a diary which will be part of the project records. This diary was examined and found to be satisfactory.

GENERAL COMMENTS

The concrete paving operations now seem to be progressing more smoothly; however, the contractor's superintendent's attitude and apparent lack of pride in his work still hinders the overall quality of work. As evidenced by the large amount of grinding and repair work necessary on the eastbound lanes, the general quality of work is still borderline.

Improvement has been noticed in the consistency of concrete and it now appears that overloading of the initial strike off screed is no longer a problem. Some of the finishing machines, however, were riding high (1/4 - 1/2 inch) on the rails which created a subsequent overload on the following machines. This has caused additional passes by the roller finishing machine which utilizes a fog spray during operation. The added passes and the fact that the water valve could not be shut off has created additional finishing problems. It is felt that all machine screeds should operate tight on the rails with as few passes as possible and any excess mortar slop be removed. The roller with the fog spray should have a valve which can completely turn off all water on this machine.

It was noted that workmen removing sideforms were frequently not exercising sufficient care to avoid damaging the pavement edges. Also, when more than one pass of the final finishing machine was required, the surface of the concrete was being overworked to such an extent that the results may later show up in the form of excessive surface spalling. These problems were discussed with the resident engineer and it is felt that they will be resolved satisfactorily.

The project's engineering staff has been augmented by the addition of an experienced portland cement concrete paving inspector. This inspector now supervised the street inspection leaving the other experienced PCC paving inspector free to supervise the inspection of the concrete plants. The contractor is now obtaining at least 200 CY daily of material from a local ready-mix plant (using same aggregate and cement) to maintain a more consistent volume on the grade. The State has also had some of their best qualified PCC paving men visit the project and provide assistance. In general it is felt that the project is now adequately staffed.

Successive passes of drum finisher and very little control of water.

Result of drum finisher was corrected by regular finishing machine. Men are removing excessive mortar "slop" from plastic slab. (Note machine is riding slightly high on forms).

RECEIVED
OCT 26 1966
FOR FILING
I-80N-3(49)
6424

October 25, 1966

AIRMAIL

Mr. R. K. Griswold
Administrative Assistant to
The Honorable Robert B. Duncan
House of Representatives
House Office Building
Washington, D. C. 20515

Dear Mr. Griswold:

I have your letter of October 19 attached to one from Mrs. Hilda Broughton to Congressman Duncan in which she has some suggestions and criticisms re the highway situation at The Dalles.

Mrs. Broughton wrote a letter to Congressman Duncan on March 6 of this year on the same subject. Bob asked us for our comments, which I gave him in a letter on March 23. Mrs. Broughton has also written to the Governor and to the Attorney General on the same subject.

The Dalles unit of Highway 80N was opened to traffic a few years ago on a temporary oil mat surfacing and supplanted old Highway 30 in the area, which is still in use and does go through The Dalles, using the Second and Third Street couplet. Old Highway 30 easterly of The Dalles was abandoned as a state highway and made a part of the Wasco County road system. It connects to the freeway via The Dalles Bridge interchange. I do not consider it feasible to connect this road to the freeway at Seufert as suggested by Mrs. Broughton.

At the present time, we are putting on the permanent concrete paving on this unit which has caused some inconvenience to the motoring public but have had few traffic problems. The project should be completed in about 30 days.

In spite of the fact that Mrs. Broughton refers to the section as a "booby trap", the statistics do not bear this out. I give you the accident rate per million vehicle-miles for the years since 1960:

| | |
|---|---|
| 1960 | 15.60 |
| 1961 | 16.58 |
| 1962 | 12.63 |
| 1963 | 29.20 |
| 1964 | Not available |
| 1965 | 0.34 (new freeway) |

If you need anything further on this, please let me know and I shall be glad to do what I can.

Very truly yours,

Forrest Cooper
State Highway Engineer

FC:fm

cc R. L. Porter
F. B. Klaboe
Victor D. Wolfe
J. F. Putnam

The Dalles, Ore.
Aug. II 1966.

Dear Sir;

You will find enclosed a copy of the letter I just wrote the Att. Gen.

You may remember I wrote you about old highway 30 that was killed at the bridge crossing Mile creek East of The Dalles. Roberts cannery. That letter I wrote because, it seems wrong to cut off one of the oldest highway's in Oregon in so doing it cost a great lost to Eddie's. so the was left closed because the State high-way Engineer will not open it.

Now there is a real danger in this "BOOBY TRAP" set up on 80N, to re-surface 80N. from the west end of The City limits of The Dalles to the Dalles dam. I wrote the Governor about this new UN*SAFE route through The Dalles, so far have had no answer to my letter. I called all of the City fathers of The Dalles, they told me they also have written the Governor and Highway Engineers to ask them to re-open high-way 30. This route would go East and the two lanes on 80N would go "ONE WAY WEST "SAFE DRIVING.

Thank You For Listening.
Sincerly Your Friend.

Mrs. Hilda Broughton
3124 N.E 49th
Portland 13 Ore

The Dalles, Ore,on.
Aug. 11 1966.

...

...

Dear Sir;

Do you know about this one stretch "[illegible] WAY" we must drive through from city limits of the Dalles going [illegible] Highway 30N? That freeway where our "tax dollars are at work." in re- construction on t is year old free- way.When I have to drive on that strip of "[illegible]WAY" I feel like I am on the end of a rope tail, swi.. in past these seventy miles per hour ..i.. tourists. those of us who have to travel over this mess to and ..om work know the "[illegible]" now after about six or seven near misses. ..owever when are you going to put an end on a free-way drive into t..e "[illegible]" before t..e, know what has happened. In fact one car was wrecked w.. o.e of the bi.. post .olt in front of the car.That was on a ..ay a few weeks ago .. the night. I a.. afraid that would have happen .. that here at ni ..?

All of t..is could have been safe rivi.., if old Highway 30 is used.The traffic from west to the east could be on third street through The Dalles just as it used to be, Highway 30 then could join 30 N at The Dalles [illegible]. East would be"ONE WAY" [illegible]AFE AND WAY" Both of these two lanes o. 30 N now used as two way traffic could be "ONE SAFE WAY WEST". NO "[illegible]". It is still not too late to "work out this SAFE DRIVE" through The Dalles, The sign read"Your Tax Dollars At Work." Let those tax dollars be safely spent tax dollars. It is our necks at stake.

I believe there has been more fatal accidents on the stretch from that John Day Fallen Down Bridge to the city limits of The Dalles, than on any other bit of highway in the State of Oregon.There is some one in "Salem"who either does not care or just does not know about this.

RECEIVED
OCT 25 1966
FORM E-20X—50M—2-66 SP*23500-734

FILE LINE
I-205-3(49)
6727

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 21, 1966

To: MEMO TO THE FILES

SUBJECT: A Follow-up Inspection in Depth on Concrete Paving
The Dalles-Fifteenmile Creek Section
Columbia River Highway

An inspection in depth was held on concrete paving on the subject project on October 19, 1966, with the following personnel in attendance;

Mr. Herb Schell - BPR Area Engineer
Mr. Willis Graffe - BPR Area Engineer
Mr. Roy Nelson - BPR
Mr. Bob Pillsburry - BPR
Mr. Dick Hawkins - OSHD Resident Engineer
Mr. J.F. Putnam - OSHD Division Engineer
Mr. J.H. Walker - OSHD Assistant Construction Engineer

NOTED
F. B. KLABOE

Both project records and field construction work was viewed and following are BPR comments following the inspection.

1) Construction work is much better than during the previous inspection.

2) State personnel is adequate to handle the work.

3) All documentation and records appeared to be in order.

Field investigation revealed the following:

1) On old work and especially on the first few panels at the west end some high and low spots were observed as well as some breaking or spalling at the edge of the concrete. The Resident Engineer assured that these deficiencies would be corrected by grinding or epoxy patches.

2) There was some breaking at edges on the new work (west bound). This will be corrected also;

3) A load or two of concrete was thought to be a little too wet. The inspectors are watching and checking on this to avoid recurrence.

4) At an instance or two, a machine was observed riding up on rails; this due to not getting the rails completely cleaned off in front of wheels. The inspectors are watching this closely.

5) Curing compound was thought to be somewhat light on the edges after the forms were removed, and it was also thought that the cure may have been broken on top where some dragging or activity on top of the panel was done too soon after application of the curing compound. The Resident Engineer is taking steps to correct this situation.

It was my personal opinion that State personnel were doing an excellent job under adverse conditions. It appears that the Contractor's personnel are not making any special effort in cooperation or to obtain a good product, but are going about the work in a less than efficient manner and with not the best equipment.

As a whole, however, the operation is much improved over the operation as conducted on the east bound lane.

There appears to be no problem with traffic.

John H. Walker
Assistant Construction Engineer

JHW:sg

cc: F.B. Klaboe
J.F. Putnam
R.S. Hawkins

RECEIVED
OCT 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 31 1966
FOR FILING

I-82(1)-3(4), X-2
6829

October 20, 1966

The Honorable Norman R. Howard
State Representative
5230 S. E. 37th Avenue
Portland, Oregon 97202

Dear Mr. Howard:

In line with our conversation on Wednesday, this is a short history of the construction on The Dalles Bypass on Interstate 80N.

The original grading contract, No. 6180, was performed by R. L. Houck Sons' Corporation and was completed on December 18, 1963. This work involved the construction of a roadbed embankment along the edge of the Columbia River in areas of some unstability. While Mr. Houck was a million dollars below the second bidder, he did perform the work successfully and, I understand, with a profit to himself. As I recall, this was possible because he made use of hydraulic filling which the competitive contractors had not considered.

Because of the unstable nature of the general area, it was felt desirable to construct a temporary surfacing with the idea being that after traffic had used the facility for a time and embankments and the areas thereunder had stabilized, a permanent high-type pavement would be constructed. The surfacing, or temporary paving (which consisted of a penetration oil mat), was done by Rogers Construction Company under Contract No. 6348 and was completed on July 16, 1964.

The permanent surface, which consists of standard portland cement concrete pavement, was contracted on May 11, 1966, to Peter Kiewit Sons' Company, Contract No. 6829, and is still under construction. All of this work was done with the approval and concurrence of the Federal Bureau of Public Roads and they are participating in the cost on the ratio of 92.25 percent Federal, 7.75 percent State.

The construction of a temporary wearing surface in areas of unstability is not an unusual procedure. We have

recently done the same thing on sections of Highway 42 in Coos County and on sections of the Oregon Coast Highway in Curry County. This eventually results in an over-all facility that is likely to last for a period of quite a few years.

The contractor on the concrete paving job now underway had the misfortune on the first day or two of work of laying some pavement that was not up to specifications. This does not mean that the pavement was not structurally sound but due to a new crew, warm weather, and a strong east wind, it set up so rapidly that he could not prepare the proper finish. It was necessary that he remove about 18 panels, which was done at the contractor's expense. The area has now been repaved in a manner that meets specifications.

We have had many inquiries regarding this job and I think they probably come about from not having a full understanding of all of the factors involved. This state makes use of portland cement concrete pavement on the Interstate where its cost can be justified and concurrence of the Bureau of Public Roads can be obtained. It is true that on I-80N most of the mileage is asphaltic concrete but we do have a section about ten miles in length at Huntington now under construction that is portland cement concrete and expect to have some more west of Pendleton in the next year or two.

If you desire any further information or if there is something about this statement that is not clear, please let me know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ma

cc Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
R. B. Sipprell
J. F. Putnam

RECEIVED
OCT 6 - 1966

FOR FILING
I-X-1-3(4)
6827

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1966

**SUBJECT:** The Dalles-Fifteenmile Creek
Columbia River Highway
Contract #6829
Project I-80N-3(49)82

**To:**

Memo to the Files:

NOTED
F. B. KLABOE

This Memo is written to document and support the State Force Order covering the cost of temporary striping of the Eastbound lanes on the subject contract.

During construction of the PCC pavement on the Eastbound lanes, traffic was diverted to the Westbound lanes which had a temporary oil mat surfacing. The Westbound lanes were striped with a double yellow paint line to indicate "no passing". Construction of the Eastbound lanes is now complete and all traffic will be diverted to the new pavement during construction of the PCC pavement on the Westbound lanes. Traffic control measures are necessary on the Eastbound lanes to prevent possible accidents and injuries. It was felt that a positive indication that "no passing" was allowed should be evident throughout the project.

Rubber pipes set on the pavement center line at 100 foot intervals were considered. These pipes cost $9.00 each and the total cost for this installation including maintenance and removal would total $5,300.00. This method was not considered practical because of the extreme hazard of maintenance under traffic.

Traffic line cones, 28" high, were also considered as a means of preventing passing, and although the total cost of $3,500.00 is less than the pipes mentioned above, maintenance is too hazardous.

The standard method of marking traffic lanes for "no passing" is, of course, painting a standard double yellow 4" line. The total cost of painting this line would be $450.00. Removal, however, presents a difficult problem. The paint would adhere tenaciously to the relatively green concrete and as a result sand blasting would not completely remove all traces of the paint. The only method which would completely obliterate the stripes is by grinding. This would deface the new PCC pavement leaving a permanent gouge or trough throughout the length of the project.

An aluminum base asphalt backed yellow tape can be placed on the new pavement. This tape can be removed when construction is completed by sand blasting. This work, if done by the contractor, is estimated to cost $18,500.00. The same work, if performed by State forces, can be done for $9,500.00. These costs include removal of the tape following construction.

The State can do this work more economically than by the contract method and it is, therefore, in the public interest for State forces to perform this work.

F. D. Morgan,
Construction Engineer

DES:fr

cc: F. B. Klaboe
J. F. Putnam
R. S. Hawkins
B.P.R.

RECEIVED
OCT 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Form A-166—8M

STATE Cor

APPROVED
Contingent upon modification of project agreement if additional funds are G1-P
SEP Date 0 1966 By [signature]
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 6

Project Name The Dalles-Fifteenmile Creek Section Date October 3 1966

Highway Columbia River Contract No. 6829 F. A. Project No. I-80N-3(49)82

County Wasco Prefix 633-1097 Account No. 278 - 06

**Description of Work To Be Done:**

Purchase, Install, & Remove a "No Passing" double yellow centerline stripe on one-half of the Freeway section to be used temporarily as a two-way road during construction. The use of temporary striping material is as economical as painting and can be removed without damage to the surface to which it has been applied.

**Location by Station Numbers:**

Eastbound Lanes Sta. 2302+40 to Sta. 2499+66

**Estimate of Quantities and Costs:**

| | |
|---|---|
| Materials | $6,880.00 |
| Labor | 2,500.00 |
| Equipment | 120.00 |
| Total | $9,500.00 |

**Explanation:**

State Forces are better equipped to do this work more economically than doing it by contract. This order will cover the cost of purchasing, installing, and removal of the temporary striping tape.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $ 9,500.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run (amount) | $ 0.00 |
| Expected under-run / over-run (per cent) | 0% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins
Richard S. Hawkins Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. H. Warfield Division Engineer

Approved: /s/ L. H. Young [illegible] Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing.

STATE COPY

Form 2-939—66

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date SEP 28 1966
G. A. Bridges
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name: The Dalles-Fifteenmile Creek Section
Date: Sept. 27, 1966
Highway: Columbia River
Contract No.: 6829
County: Wasco
Prefix: 633-1097
Contractor: Peter Kiewit Sons' Company
F. A. Project No.: I-80N-3(49)82
Address: P. O. Box 1777, Vancouver, Washington 98660
Order No.: No. 5

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:** Remove approximately 250 lin.ft. of median barrier; erect temporary barricade; reinstall median barrier; install and remove necessary signs.

This work will greatly facilitate the movement of westbound traffic to The Dalles area.

**Location by station numbers:** Station 2295+00 to Station 2300+00

**Estimate of quantities and cost:**

| | |
|---|---|
| Labor | $ 900.00 |
| Equipment | 100.00 |
| Materials | 100.00 |
| Contractor's 15% | 165.00 |
| TOTAL | $1,265.00 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

This exit to The Dalles is needed during the second stage of the construction. There are no bid items to cover this proposed work. Due to the type of work involved, it is better suited for Force Account Work rather than by negotiated Unit Price.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $1,265.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run amount | $0.00 |
| Expected under-run / over-run per cent | 0% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins
Resident Engineer
Richard S. Hawkins,

Approval Recommended: /s/ J. F. Putnam
Division Engineer

Approval Recommended: /s/ John A. Bond
for Construction Engineer or Bridge Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer or Office Engineer.

State Printing

RECEIVED
SEP 30 1966
FOR FILING

I-84-3(17) 82
6817

1029

September 26, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Inspection-in-Depth Report
Construction Signing and Flagging
The Dalles-Fifteenmile Creek
Section, Columbia River Highway

Dear Sir:

As per your request, following are comments regarding the findings on the Inspection-in-Depth Report on Construction Signing and Flagging on The Dalles-Fifteenmile Creek Section:

1. Inappropriate Signs As per your recommendation, the word "Ahead" has been added to the signs in question.

2. Illumination and Reflectorization The guide posts in the vicinity of the gore have been reflectorized as recommended.

3. Sign Positions As recommended, the speed control sign was moved beyond the road left symbol sign.

4. Documentation At the time of the inspection, the Resident Engineer stated that he would do the additional documentation requested.

5. Nonstandard Signs We agree that the large, neon "Slow" sign is very effective.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

NOTED
F. B. KLABOE

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
J. F. Putnam

JHW:bjm srb

Form CD-121
(11-63)
(Prec. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 6, 1966

In reply refer to: 08-35-DA

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-3(49)82
The Dalles - Fifteenmile Section
Columbia River Highway
Inspection-in-Depth

Attached is an inspection-in-depth report covering construction signing and flagging on the subject project.

The findings brought out several minor points concerning the subject project some of which were corrected on the spot. Otherwise, the general consensus of those participating in the inspection was that the signing procedures being followed were very good.

We request that you advise this office of remedial actions taken or contemplated in connection with the deficiencies noted in this report.

Enclosure

orig to Morgan
A Young 9-13-66

RECEIVED
SEP 12 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Control No. 35-66-EID(8)21

FORM PR-330 (REV. 10-65) cc:OSHD(Klaboe) fe, Area Engr — U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

Region (3 cys) CONSTRUCTION INSPECTION-IN-DEPTH REPORT rc

Wash DC thru Region (PPM 20-6.1)

File 439 Admin Mgr

(Check appropriate one) ☒ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Wasco | I-80N-3(49)82 |

| DATE OF INSPECTION | PHASE(S) INSPECTED |
|---|---|
| 8-10/11-66 | Construction Signing and Flagging |

| INSPECTION MADE BY | IN COMPANY WITH |
|---|---|
| * See below | Richard S. Hawkins, Resident Engineer |

REPORT PREPARED BY

W. N. Bryant, Asst Area Engr WNB 8/30/66

PROJECT INCLUDES

☐ GRADING AND DRAINAGE ☐ BASE ☒ PAVING ☐ MAJOR STRUCTURES ☐ OTHER (Specify) _____

| CONTRACTOR (Name and address) | CONTRACT AMOUNT |
|---|---|
| Peter Kiewit Sons' Co.<br>215 South "V" Street<br>Vancouver, Washington | $ 969,999.58 |
| | PROJECT STATUS (% comp.)<br>8% |

LOCATION The westerly end of the project is located at the west city limits of The Dalles, Sta 2253+99.60. The easterly end is at the west end of the existing bridge over Fifteenmile Creek, Sta 2499+62. The overall length of the project is 4.62 miles.

REPORT FORMAT: (1) SUMMARY OF FINDINGS: (2) RECOMMENDATION (INCLUDING NEEDED FOLLOWUP ACTION); (3) DETAILED REPORT OF INSPECTION.

Part of a Statewide inspection-in-depth

* This inspection was made in conjunction with an inspection-in-depth of the concrete paving operations. Those participating in the inspections were W. R. Grafe, H. A. Schell, W. N. Bryant, R. Nelson, and S. Jones.

## THE DALLES - FIFTEENMILE SECTION
## COLUMBIA RIVER HIGHWAY
## Paving

### A. SCOPE OF INSPECTION

This inspection which is part of a Statewide inspection-in-depth covered the construction signing and flagging portion of the contract. All notes taken and appropriate check sheets are on file in the Division office. The project was inspected both at night and during daylight hours for adequacy of the signing and other traffic control devices being used. Overall, the construction signing and flagging procedures being followed on this project are considered very good and in substantial conformity with the approved plans and specifications including all authorized changes.

(more)

This project involves the overlaying (stage construction) of a section of existing freeway which has been operating as a 4-lane divided facility for several years. Because of the approaching high speed traffic and other complexities involved, the State has made every effort to adequately sign and stripe the project. Such additional safety measures as neon "slow" signs, double yellow center stripes, and controlled speed limit (legal speed limit of 35 mph established by resolution) appear to be working very well. It is felt the State should be highly commended for the safe and effective signing of this project.

B. SUMMARY OF FINDINGS AND RECOMMENDATIONS

1. Inappropriate Signs

Plan sheet S-243 indicates the installation of a "Divided Highway" sign located 2000 feet in advance of the transitions from a 2-lane, 2-way traffic roadway section to a 4-lane divided highway section.

Recommendation

In order to prevent possible confusion as to where the divided roadway section actually begins, it is recommended that the "Divided Highway" signs in question be removed and placed at or slightly beyond the transition points or the message on the existing signs changed to read "Divided Highway Ahead". (State sign W-501)

2. Illumination and Reflectorization

The exact location of the turning point for eastbound traffic turning left at The Dalles Bridge Interchange is quite difficult to determine during night-time conditions. The existing signs and striping at this point, which are substantially the same as indicated on the plans, are considered ineffective for night-time operations. The primary reason is the complete lack of illumination and reflectorization. Another condition which adds to the confusion at this point is the pointed arrow located in the eastbound traffic lane at the turning point.

Recommendations

It was recommended that an Extra Work Order be prepared to provide for the installation and maintenance of reflectorized delineators to help guide the motorist on to and along the ramp. It was also recommended that the directional arrow in the traffic lane be removed and placed beyond the turning point. It is further recommended that consideration be given to the possibility of providing temporary illumination at similar points on the Stage II construction.

(more)

3. Sign Positions

In general the location and position of the signs were very good; however, at The Dalles Bridge Interchange the planned side road left sign (AASHO WR-2) is partially obscured from view by a speed sign. The speed sign is located only about 125 feet in advance of the side road left sign making it quite difficult to see, especially at night.

Recommendations

In order to provide a clear view of the side road left sign during the time and throughout the distance necessary for approaching traffic to read and comprehend the message, it was recommended that the speed control sign be moved to a more advantageous position beyond the road left symbol sign.

4. Documentation

No documentation made by the Resident Engineer of the periodic field checks made and/or corrective actions taken.

Recommendations

Since the State is the legal authority having jurisdiction in the regulating, warning, and guiding of the traffic through the project, it was recommended that all field checks made and/or corrective actions taken be documented by appropriate notes in the project diary. The Resident agreed and indicated that all future inspections would be fully documented. No additonal action is considered necessary.

5. Nonstandard Signs

Neon "Slow" signs which do not comply with either the AASHO Manual on Uniform Traffic Control Devices or the Oregon Manual on Uniform Traffic Control Devices have been installed on each end of the project directly above the travel lanes.

Recommendations

While these signs are nonstandard their installation as an additional safety measure in conjunction with other planned construction signing is considered very effective in slowing the freeway traffic as it is being necked down to a 2-way road. These signs which have been

(more)

used on other projects were furnished by the State without Federal-aid participation. The installation and power costs were provided for under Extra Work Order No. 2. It is felt the State should be commended for their willingness to provide these additional signs regardless of Federal-aid participation.

C. REMARKS

The consensus of everyone involved in this inspection was that the construction signing provided on the project is outstanding when compared to that furnished on other construction projects throughout the State. This result is undoubtedly due to the fact that the contractor was reimbursed for the cost of furnishing and maintaining all signs and other traffic control devices required for traffic control on the project under a lump sum bid item or by approved Extra Work Orders or Price Agreements.

It is recognized that special conditions and circumstances preclude the possibility of prior planning of complete construction signing on all projects. However, equally uniform results could be obtained if all construction contracts included a bid item for furnishing and maintaining those signs and traffic control devices known to be necessary prior to award with additional funds provided to reimburse the contractor for any additional signs considered necessary after construction begins. Upon completion of the project all signs including supports along with all other traffic control devices required could become the property of the State with Federal participation handled in the same way as presently approved on other temporary construction signing projects. It is believed that this method would not only substantially improve the uniformity of signing throughout the State but would also effectively increase the State's control over the contractor as far as traffic control is concerned without increasing the overall cost of the project.

Form A-108—5M

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date SEP 21 1966 /s/ L. H. Booth
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 5

Project Name The Dalles-Fifteenmile Creek Date September 23, 1966

Highway Columbia River Contract No. 6829 F. A. Project No. I-80N-3(49)82

County Wasco Prefix 633-1097 Account No. 278-05

**Description of Work To Be Done:**

Paint permanent centerline and shoulder stripes.

**Location by Station Numbers:**

Entire project

Station 2253+99 to Station 2499+62

**Estimate of Quantities and Costs:**

| | | | |
|---|---|---|---|
| 24.4 Miles of 3-in. Solid Stripe (White, Beaded) | @ $46.00 | = | $1,122.40 |
| 9.2 Miles of 4-in. Intermittent Stripe (White Beaded) | @ 29.00 | = | 266.80 |
| Incidental Interchange Pavement Legends 24 hrs. | @ 23.00 | | 552.00 |
| | Total | | $1,941.20 |

**Explanation:**

State Forces are better equipped to do this specializedwwork.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $ 1,941.20 for work under this order | $1,093,612.02 |
| Expected under-run / over-run (amount) | $ 0.00 |
| Expected under-run / over-run (per cent) | 0% |

Space to right of this line is for use of Salem Office

Submitted by: Richard S. Hawkins, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. H. Warfield, Division Engineer

Approved: /s/ L. H. Young, Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
AUG 31 1966
FOR FILING
I-8(N-3(49)82

August 30, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Re: Oregon Project I-80N-3(49)82, The Dalles-Fifteenmile Creek Section, Columbia River Highway

Reply is made to your inspection-in-depth report on the paving stage of The Dalles-Fifteenmile Creek Section of the Columbia River Highway, Oregon Project I-80N-3(49)82. Items 1 to 6 and General Comments will be discussed in that order.

1. Unacceptable pavement, Stations 2302+60 to 2312+96. As stated in your report, this section has not been accepted. Panels in this section have been designated by number from Panel 2 to Panel 18. The unsatisfactory condition of these panels has been discussed with the contractor, with instructions to remove and replace panel numbers 5, 6, 7, 8, 9, 14 and 18. The contractor has elected to also remove panel numbers 10, 11, 12 and 13. This removal was started by the contractor on Thursday, August 25. Repair of panels 2, 3, 4, 15, 16 and 17 will consist of grinding or sealing of high and unsuitable areas and patching with Epoxy to return each panel to a satisfactory condition. Removal of unrepairable panels in addition to those specified above will be ordered if necessary. Random coring of these panels indicates solid concrete (no honeycomb effect); seven-day tests show strengths from 2,800 pounds to 3,000 pounds per square inch, steel reinforcement is properly placed.

2. It is true the field mix design used was based on previous samples from the same source and used in structural work in that area. However, this mix had been checked and approved prior to the start of paving by Vernon Lagnet, a representative of our Salem laboratory, after a comparison with the current field gradation tests on the materials to be used. The variance between the mix design as used and that determined using

the current field gradation test was minor, amounting to approximately 10 pounds, which is as close as the aggregates could be weighed. A laboratory designed mix based on the current samples has been used since being received on August 16. As previously stated, compression strengths of test cylinders made from the field mix have been more than adequate. Seven-day tests averaging 2,840 pounds per square inch, ten-day tests, 3,240 pounds and fourteen-day tests 3,700 pounds per square inch. The mix design based on the so-called unacceptable aggregate was not used as the sand samples submitted did not come from the same stockpile as that used. The only reason these aggregates were classed as unacceptable was due to a slight excess passing the 3/4-inch sieve in the 1½"-3/4" coarse aggregate. When combined with the 3/4"-#4 material being produced, however, a suitable mix could be produced. The use of these aggregates was approved on the recommendation of Oscar White, State Materials Engineer, and Willis Grafe of the Bureau of Public Roads, and documented on Price Agreement No. 3 in which a $.10 per cubic yard reduction in price of the mix used in the eastbound lanes.

3. Test cores indicate a very dense, strong concrete. Additional vibration of this concrete mix is not deemed necessary under present placing conditions; however, the Resident Engineer will keep close watch of operations while westbound lanes are being poured and will insist on additional vibration if necessary. Random coring has verified a dense product.

4. The recommendation that straightedging of green concrete be done will be performed by State forces.

5. The contractor will be instructed to exercise caution and control over the surface of the concrete until the adequate curing period has been reached.

6. Mr. Weaver, concrete inspector on this project, will be instructed to enter his comments into the official job diary.

General Comments: Inspection-in-depth report covers the first two (very unsatisfactory) days of the contractor's operations. It is felt that present paving procedures are producing satisfactory concrete.

During the first few days of paving, additional experienced personnel was provided in that Vernon Lugnet from our Salem laboratory was also on the project. It is believed that

the contractor's uncoordinated paving operations, along with 100+ temperatures and a hot wind, were more of a contributing factor to the unacceptable pavement laid during the first two days than a lack of experienced inspection personnel.

The use of a retarding agent was suggested to the contractor in order to give a greater period of time for finishing; however, this suggestion fell on deaf ears.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. D. Klabee
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
J. F. Putnam

FDM:fp srb

#35-66 EID (9)23

FORM PR-33D (REV. 10-68) cc: [illegible] (Clance)
Region (3 cys)
Wash DC thru Region
File 439 Admin. Mgr.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(PPM 20-6.1)

(Check appropriate one) [X] ORIGINAL INSPECTION REPORT [ ] FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Wasco | I-80N-3(49)82 |

| DATE OF INSPECTION | PHASE(S) INSPECTED |
|---|---|
| 8-10 & 11-66 | Concrete Paving Operation |

| INSPECTION MADE BY | IN COMPANY WITH |
|---|---|
| H. A. Schell, Area Engineer<br>W. R. Grafe, Area Engineer<br>R. Nelson, Trainee<br>W. Bryant, Assistant Area Engineer<br>S. Jones, Trainee, BO | B. Hawkins, Resident Engineer<br>D. Weaver, Plant Inspector |

REPORT PREPARED BY
H. A. Schell

PROJECT INCLUDES

[ ] GRADING AND DRAINAGE [ ] BASE [X] PAVING [ ] MAJOR STRUCTURES [ ] OTHER (Specify) _____

| CONTRACTOR (Name and address) | CONTRACT AMOUNT |
|---|---|
| Peter Kiewit Sons' Co.<br>215 South "V" Street<br>Vancouver, Washington 98663 | $ 969,999 |
| | PROJECT STATUS (% comp.)<br>8% |

LOCATION
Just north of The Dalles from Sta 2253+9960 to 2499+62 on the Columbia River Highway

REPORT FORMAT: (1) SUMMARY OF FINDINGS: (2) RECOMMENDATION (INCLUDING NEEDED FOLLOWUP ACTION); (3) DETAILED REPORT OF INSPECTION.

(Part of a Statewide inspection-in-depth)

## THE DALLES - FIFTEENMILE CREEK SECTION
## COLUMBIA RIVER HIGHWAY

a. Scope of Inspection

This inspection was performed on the reinforced concrete paving operation which is being placed on existing oil mat. The concrete pavement varies in depth from 7 to 9 inches and is reinforced by welded wire fabric. Concrete is supplied by a stationary dual drum 3CE paver located centrally approximately 2 miles from the paving operation on this date. The concrete is hauled by 10-CY dump trucks and placed on the grade for finishing into the 24-foot width required. The batching operation was reviewed. The form setting, the paving train, lineal dimensions, and records supporting all phases of the paving operation were observed, and the State personnel involved in the actual paving were interviewed. Record samples were taken for the aggregates and record cylinder samples were cast. Lineal measurements were found to generally comply with specifications except for one portion of the sawed longitudinal joint which was found to be slightly undersize in depth. The concrete on this project will be paid for on a cubic yard basis and the estimate procedure was reviewed and found to be adequate.

(more)

EDITION OF (5-64) IS USABLE

#35-66 RID (9)23

FORM PR-33D (REV. 10-66) cc: [illegible] Region (3 cys) Wash DC thru Region File 439 Admin. Mgr.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(PPM 20-6.1)

(Check appropriate one) ☒ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Wasco | I-80N-3(49)82 |

| DATE OF INSPECTION | PHASE(S) INSPECTED |
|---|---|
| 8-10 & 11-66 | Concrete Paving Operation |

| INSPECTION MADE BY | IN COMPANY WITH |
|---|---|
| H. A. Schell, Area Engineer<br>W. R. Crafe, Area Engineer<br>R. Nelson, Trainee<br>W. Bryant, Assistant Area Engineer<br>S. Jones, Trainee, BO | R. Hawkins, Resident Engineer<br>D. Weaver, Plant Inspector |

REPORT PREPARED BY

H. A. Schell

PROJECT INCLUDES

☐ GRADING AND DRAINAGE ☐ BASE ☒ PAVING ☐ MAJOR STRUCTURES ☐ OTHER (Specify) _____

| CONTRACTOR (Name and address) | CONTRACT AMOUNT |
|---|---|
| Peter Kiewit Sons' Co.<br>215 South "V" Street<br>Vancouver, Washington 98663 | $ 969,999 |
| | PROJECT STATUS (% comp.)<br>8% |

LOCATION

Just north of The Dalles from Sta 225+9960 to 249+62 on the Columbia River Highway

REPORT FORMAT: (1) SUMMARY OF FINDINGS: (2) RECOMMENDATION (INCLUDING NEEDED FOLLOWUP ACTION); (3) DETAILED REPORT OF INSPECTION.

(Part of a Statewide inspection-in-depth)

THE DALLES - FIFTEENMILE CREEK SECTION
COLUMBIA RIVER HIGHWAY

a. Scope of Inspection

This inspection was performed on the reinforced concrete paving operation which is being placed on existing oil mat. The concrete pavement varies in depth from 7 to 9 inches and is reinforced by welded wire fabric. Concrete is supplied by a stationary dual drum 3/4E paver located centrally approximately 2 miles from the paving operation on this date. The concrete is hauled by 10-CY dump trucks and placed on the grade for finishing into the 24-foot width required. The batching operation was reviewed. The form setting, the paving train, lineal dimensions, and records supporting all phases of the paving operation were observed, and the State personnel involved in the actual paving were interviewed. Record samples were taken for the aggregates and record cylinder samples were cast. Lineal measurements were found to generally comply with specifications except for one portion of the sawed longitudinal joint which was found to be slightly undersize in depth. The concrete on this project will be paid for on a cubic yard basis and the estimate procedure was reviewed and found to be adequate.

(more)

b. Summary of Findings and Recommendations

1. Unacceptable pavement, Stas 2302+60 to 2312+96 -- A review of State records indicates that they had not accepted this portion of 24-foot wide pavement. A review of the actual pavement indicated that the above slab has the following unacceptable defects:

Welded wire fabric showing

Missing steel mat

Edge spalling

Honeycombing

Excessive laitance

Improper sawing

Curing compound surface marred in many areas

Footprints across the slab

Barrel indentations

Obvious excessive roughness

Pictures are submitted at the end of the report to indicate some of these defects. It is obvious the State is well-founded in their rejection of the first 2 days of pouring.

Recommendations - It is recommended that this entire section be studied and removed or the deficient sections replaced properly. If it is felt that any sections are acceptable, random coring and straight edging should be performed and a complete report on the entire section written to document the acceptable unit.

2. Field concrete mix design is based on old samples. A review of the records indicated that the mix design was based on 7 samples of course aggregate and 5 samples of sand tested by the State lab for the Bridge Engineer doing structural work in this area. These samples, although taken from the same pit, are not currently representative of the concrete aggregate for this project. The Resident Engineer has some 115 aggregate samples that are current, but no mix design has been based on these samples. There is in the file a mix design based on some unacceptable aggregate submitted by the Resident, but this mix was not utilized on this project.

(more)

Recommendations - It is recommended that the Resident determine which tests are representative of the acceptable aggregate, and that he request the State lab to design a weighted mix based on the averages of these aggregates.

3. Slab vibration accomplished during steel placement only -A review of the paving train indicated that the only slab vibration is accomplished during the placement of the welded wire fabric. A pan vibrator has been adapted by welding forks to the bottom of the pan which vibrate and press the welded wire fabric into position. During the first 2 days' pour, considerable honeycombing is apparent on the top surface of the concrete. This is not apparent, however, after this period.

Recommendations - In order to verify adequate consolidation of the concrete, it is felt that random coring should be accomplished. If it is found that any honeycombing is apparent, vibrating spuds should be placed on this machine to insure adequate consolidation.

4. While concrete is still plastic, it appears that straight edging is not being performed. The contractor is utilizing a large circular bar rod float for floating the pavement surface after the final machine finishing operation. This finishing is actually a floating operation rather than a straight edging, and it is felt that full compliance with the specifications is not being obtained.

Recommendations - It is recommended that the contractor or the State straight edge the slab while the concrete is still plastic to insure the trueness required.

5. The curing medium was found damaged in many areas.

Recommendations - It is recommended that the contractor and State exercise more caution in control over the surface of the concrete until the adequate curing period has been reached, and areas in which the curing compound has been marred be replaced during the curing period.

6. The temporary State plantman is not keeping a diary. Mr. Dave Weaver is assisting the Resident Engineer and his crew on this project until such a time as they are adequately trained to continue the concrete operation themselves. Up to this date, he is the only experienced personnel on the project, and in effect, supervises not only the plant but the paving train.

(more)

Recommendations - Due to the complexity of the project and the experience of this paving inspector, it is felt that he should enter his comments into the official job diary.

e. General Comments

The concrete paving crew in general did not appear to cooperate to the extent necessary for a good paving operation. There was an apparent lack of supervision on the contractor's part which could contribute to many problems. It was obvious, also, that State crews needed experienced personnel to assist them in their duties. Because of the Resident Engineer's complete lack of paving experience, it is difficult to understand why more experienced personnel were not provided on the project during the first few days of work.

It is apparent that the contractor utilized the first 2 days' runs to iron out his own equipment and personnel difficulties. On the date of this inspection, he was still having problems with personnel. The strike-off machine was loaded too heavily as indicated in the pictures at the end of the report. The edges of the slab indicated that his finishers were placing too much pressure on their trowels for the edge of the slab was lower than the form in many areas.

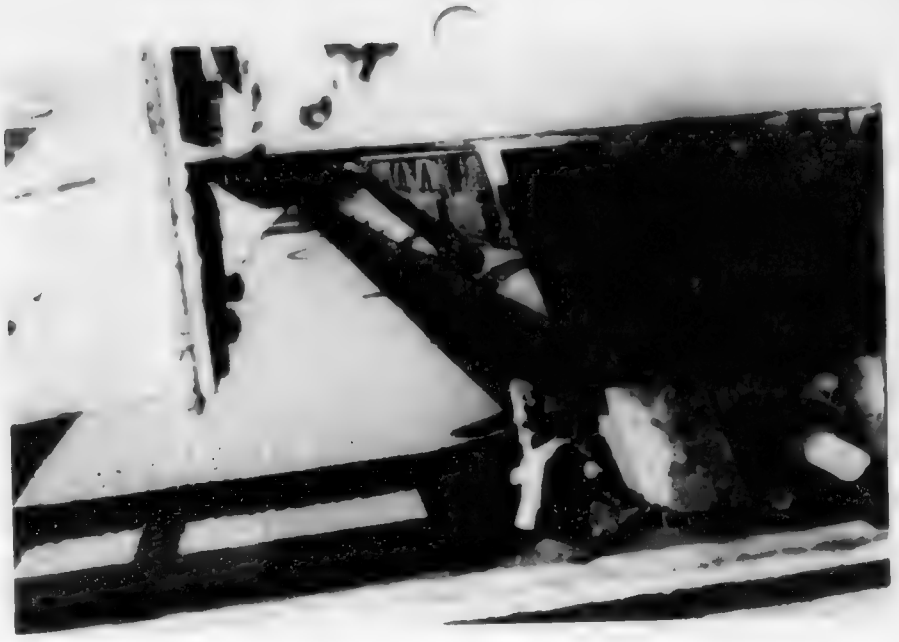
During this period, the mix was found to very in consistency from a slump of 5 1/2 to 1 1/2 inches. This inconsistency in concrete would result in a vacillating progress of the paving train, thereby creating difficulty in the final finishing operation. Mix consistency was apparently corrected by sprinkling the aggregate piles, and this resulted in an increase in production. On the date of this inspection some 1511 lineal feet of 24-foot wide paving was obtained, the greatest production of any day to date. It might possibly be beneficial when an initial paving operation is having its shakedown day to add some retardant to the concrete to give the contractor a greater period of time to adequately finish the slab.

Pictures of The Dalles - Fifteenmile Creek Section
Date: August 10
Stations: 2302+60 - 2352+50 Eastbound Lanes

Excessive amount of concrete placed on the roadbed prior to spreading and finishing

Men removing plastic concrete to enable finishing train to operate properly

Evidence of excessive amount of grout on the surface of concrete that could contribute to spalling



Improper placement of reinforcing steel, slab and edge spalling

Edge failure due to improper construction

Indication of a low slump and possibly harsh mix with inadequate vibration

Edge chipping on longitudinal saw cut partially through the slab and reinforcing steel (possibly sawing too soon). Note laitance in top portion of photo.

RECEIVED
AUG 30 1966

FORM [illegible] SP*19102-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

The Dalles, Oregon
August 26, 1966

6127

To: Memo to the Files

SUBJECT: Undesirable Concrete
The Dalles - Fifteenmile Creek Section
Columbia River Highway
Contract No. 6829

On August 18, 1966, I wrote to Peter Kiewit Sons' Company telling them that certain panels were unacceptable and would have to be removed. See the attached sketch map.

The panels to be removed were Nos. 5, 6, 7, 8, 9, and 10 with considerable repair work to be done on the other panels.

On Tuesday, August 23, 1966, a meeting was held in Salem regarding the removal of the undesirable panels. The following personnel were present:

| | | |
|---|---|---|
| Mr. F. B. Klaboe | Asst. State Hwy. Eng'r. | O.S.H.D. |
| Mr. F. D. Morgan | Construction Engineer | O.S.H.D. |
| Mr. J. F. Putnam | Division Engineer | O.S.H.D. |
| Mr. Dick Geary | | P.K.S.Co. |

Porter

At this meeting, Mr. Geary agreed to the removal of the panels noted in my letter of August 18, 1966, and an additional panel, No. 13.

However, on Wednesday, August 24, 1966, Mr. Putnam, Div. Eng'r., Mr. Grafe, B.P.R. Area Eng'r., and myself re-examined, in the field, all of the questionable concrete and decided the State's interests would better be served if panel No. 14 were removed and replaced instead of panel No. 13. This matter was brought to the attention of Mr. E. F. Larson, P.K.S. Co. Project Supt., and he agreed to this change without reservation.

On Thursday, August 25, 1966, Mr. E. F. Larson, Project Supt. for P.K.S.Co., informed me he had decided to remove and replace panels Nos. 10, 11, 12, and 13 along with panel No. 14. This would make a continuous run, Panel No. 5 through Panel No. 14, with only one isolated panel, No. 10. I told him I had no objection.

R. L. PORTER

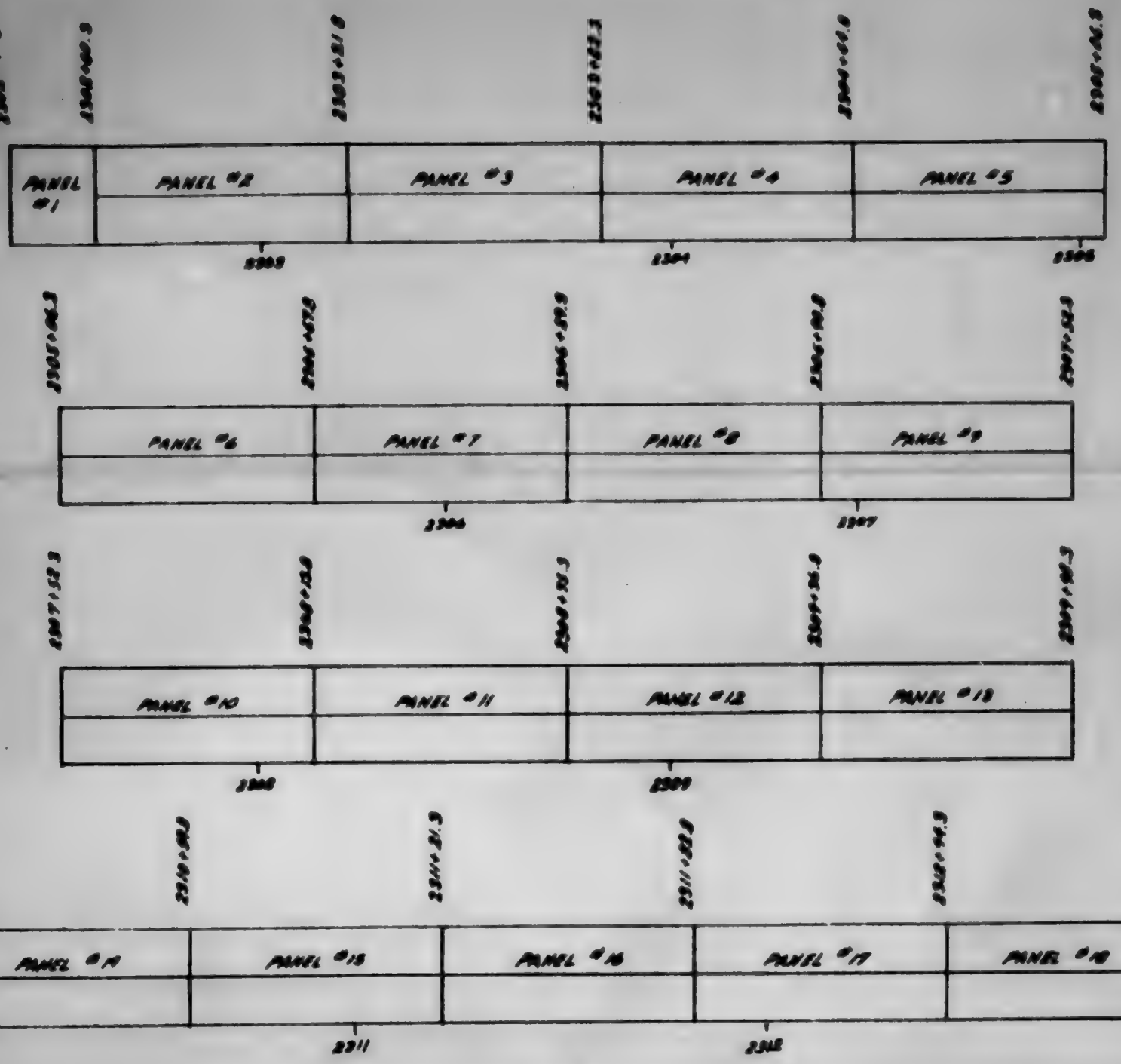
Richard S. Hawkins
Resident Engineer

RSH:ere

cc: Mr. F. B. Klaboe, Asst. State Hwy. Eng'r.
Mr. F. D. Morgan, Const. Eng'r.
Mr. J. F. Putnam, Div. Eng'r.
Mr. Willis Grafe, B.P.R. Area Eng'r.

AUG 29 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 29 1966
OREGON
STATE HIGHWAY COMMISSION




Note:

Panel #1 is 80' in length.
Panels #2 - 17 are 61.5' in length
Panel #18 is 63.3' in length.
All Panels are 24' wide.

Approx. Scale: 1" = 40'

O.S.H.D.

# SKETCH MAP of UNACCEPTABLE SLAB AREAS

THE DALLES - FIFTEEN MILE CR. SEC.

COLUMBIA RIVER HIGHWAY

STA. 2302 + 60 TO STA 2312 + 96

WASCO COUNTY

RICHARD S. MANNKINS RESIDENT ENGR.

Prefix # 633-1097 Contract # 6089

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AUG 25 1966
FOR FILING

SP*23500-734

I 80N-3(49)8

6 9 17

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 23, 1966

To: MEMO TO THE FILES

SUBJECT: The Dalles-Fifteenmile Creek Section
Meeting with Dick Geary of
Peter Kiewit Sons

A meeting was held at 1:30 PM August 23, 1966 in F. D. Morgan's office relative to the corrective measures to be taken to repair or replace unsuitable portland cement concrete pavement on subject section. The meeting was attended by Messrs. F. B. Klaboe, F. D. Morgan and J. F. Putnam of the Oregon State Highway Department, and Mr. Dick Geary of Peter Kiewit Sons' Company.

The contractor had been informed that panels 5, 6, 7, 8, 9 and 18 were unsuitable and must be removed and replaced; other areas could be patched, ground, etc.

Mr. Dick Geary of Peter Kiewit Sons proposed that his company overlay the entire 18 panels with asphaltic concrete at company expense rather than remove any panels. He was informed that this method of correction was unsuitable to both the State Highway Department and the Bureau of Public Roads. Removal and replacing of suggested panels plus panel 13 was proper solution to this problem and Peter Kiewit Sons was to informed. Grinding and patching of other panels and removal of any additional unrepairable panels was also part of corrective measures to be taken.

Mr. Geary agreed to this procedure and stated that removal work, grinding and patching work would be commenced as soon as equipment could be delivered to the project.

Many other aspects of inspector-contractor relations were discussed to improve our mutual understanding.

F. D. Morgan
Construction Engineer

FDM:fp
cc F. B. Klaboe
J. F. Putnam
R. S. Hawkins

RECEIVED
AUG 25 1966
FOR FILING

6829

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 19, 1966

SUBJECT: Unsatisfactory Pavement (PCC)
The Dalles Bypass

To:
MEMO TO THE FILES

This is to record that on August 18, 1966, I contacted Mr. Gordon Brooks of the Bureau of Public Roads by phone, regarding measures to be taken to correct deficiencies in a section of The Dalles Bypass portland cement pavement. This section described as panels 1 to 18 inclusive on the westerly end Station 2302+40 - Station 2312+97.6 of the eastbound lane has been rejected as unsuitable and non-specification.

Two methods of correcting deficiencies in this section were discussed with Mr. Brooks:

1. Panels Nos. 5, 6, 7, 8, 9 and 18 are unacceptable and shall be removed and replaced. Panels 1, 2, 3, 4, 10, 11, 12, 13, 14, 15, 16 and 17 are unacceptable but can be repaired by grinding, hammer treatment in porous areas, patching, etc. If additional panels prove unacceptable and unrepairable, they may also be subject to removal.

2. A 1-1/2-inch asphaltic concrete overlay over the entire 18 panels and for an equal distance over the westbound lanes, at contractor's expense plus such dripping, patching, etc. of existing panels as may be necessary was also suggested.

Mr. Brooks was emphatic in rejecting any use of asphaltic concrete to cover up unsuitable portland cement concrete pavement. He did agree that the Bureau of Public Roads would accept as a means of solving this problem the removal and replacement of panels 5, 6, 7, 8, 9 and 18 plus the corrective work necessary on the other panels.

This matter was discussed with Mr. Klaboe and I then advised Mr. Putnam to have Resident Engineer Hawkins write the Peter Kiewit Sons' Company that this was an acceptable solution; removal and replacement of panels, 5, 6, 7, 8, 9 and 18 and corrective work on panels 1, 2, 3, 4, 10, 11, 12, 13, 14, 15, 16 and 17. See attached letter from Hawkins.

FDM:fp
Enc
cc F. B. Klaboe

F. D. Morgan
Construction Engineer

RECEIVED
AUG 22 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID P. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

The Dalles, Oregon
August 18, 1966

Peter Kiewit Sons' Company
P. O. Box 1777
Vancouver, Washington
98660

Re: Concrete Pavement
The Dalles - Fifteenmile Creek Section
Columbia River Highway
Contract No. 6829

Gentlemen:

The following decisions have been reached by the Highway Department with regards to the acceptability of the concrete pavement placed during the first two days of the paving operation on the subject project.

For the purpose of identifying a given area, I have numbered the panels 1 through 18, starting with the Bridge End Impact Panel as No. 1 (Station 2302+40). See the enclosed sketch map.

It has been determined at this time that panels Nos. 5, 6, 7, 8, 9, and 18 are totally unacceptable and will have to be removed and replaced. Panels Nos. 2, 3, 4, 10, 11, 12, 13, 14, 15, 16, and 17 may be left in place with the understanding they will be repaired in a manner conforming to the Standard Specifications and acceptable to the Engineer. This work may involve chipping, grinding, and the use of an acceptable epoxy resin.

You are also advised that possibly one or more additional panels may have to be removed, pending the outcome of tests presently underway.

All work involved to bring the areas in question to an acceptable condition will have to be done prior to the switching of traffic to these lanes.

I would also, at this time, bring to your attention that the Profilograph Charts indicate extensive grinding will have to be done in a number of areas throughout the project in order to bring the surface evenness within the prescribed specifications.

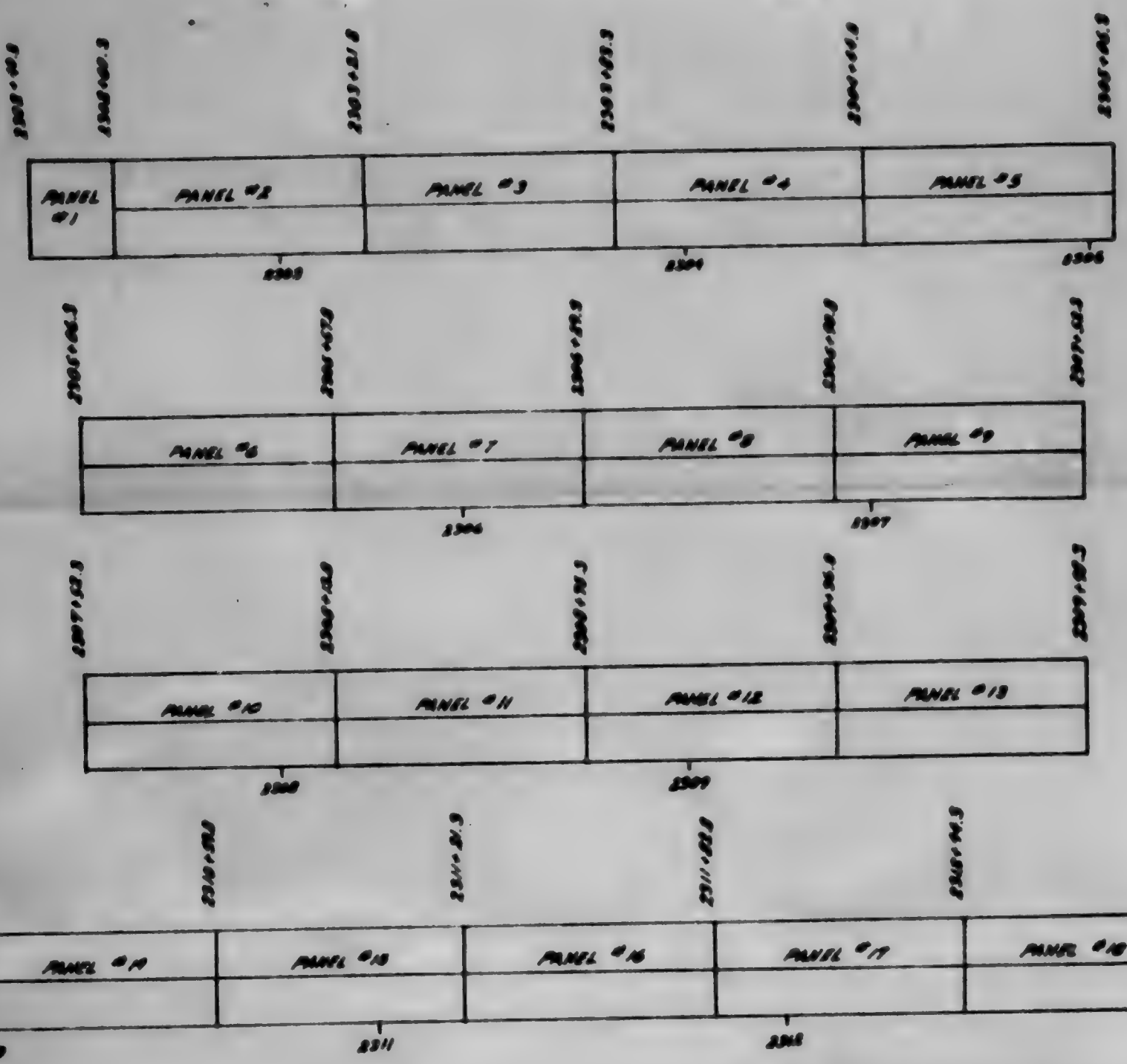
Respectfully yours,

Richard S. Haskins
Resident Engineer

RSH:ero

cc: Mr. J. F. Putnam, Div. Eng'r.
Mr. F. B. Klabee, Asst. State Hwy. Eng'r.
Mr. F. D. Morgan, Const. Eng'r.
Mr. E. F. Larson, P.K.S.Co. Job Supt.

RECEIVED
AUG 10 1966
OFFICE OF
STATE HIGHWAY ENGINEER




Note:

Panel #1 is 20' in length.
Panels #2 - 17 are 41.5' in length
Panel #18 is 63.5' in length.
All Panels are 8½' wide.

Approx. Scale: 1" = 40'

O.S.H.D.

# SKETCH MAP of UNACCEPTABLE SLAB AREAS

THE DALLES - FIFTEEN MILE CR. SEC.

COLUMBIA RIVER HIGHWAY

STA. 2302 + 60 TO STA 2312 + 96

WASCO COUNTY

RICHARD S. MANKINS — RESIDENT ENGR.

Prefix # 693-1097 — Contract # 6089

Form E-208—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
JUL 5 1966 By
Title Area Engineer
U.S. Bureau of Public Roads

Project Name The Dalles - Fifteenmile Creek Section Date July 25, 1966

Highway Columbia River Contract No. 6829

County Wasco Prefix 633-1097

Contractor Peter Kiewit Sons' Company F. A. Project No. I-80N-3(49)82

Address P. O. Box 1777, Vancouver, Washington, 98660 Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Excavation of high spots in grade in preparation for placing nominal Thickness of P.C.C. Pavement.

Location by station numbers:
Sta. EB 2330+00 to Sta. EB 2334+00
Sta. EB 2441+00 to Sta. EB 2443+00

Estimate of quantities and cost:

| | |
|---|---|
| Equipment | $300.00 |
| Labor | 100.00 |
| Contractor's 15% | 60.00 |
| Total | $460.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
In these two areas the difference between existing grade and new grade is less than the 7-inch minimum thickness required for the P.C.C. Pavement. By cutting out these areas, nominal thicknesses can be achieved. No bid item was set up for this excavation.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $460.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run amount | $ 0.00 |
| Expected under-run / over-run per cent | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ J. F. Putnam, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

SP-0891-734

Young 8-12-66

Form L-210—66

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 25 1966 By _____
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name The Dalles - Fifteenmile Creek  Date July 25, 19 66

Highway Columbia River  Contract No. 6829

County Wasco  Prefix 633-1097

Contractor Peter Kiewit Sons' Company  F. A. Project No. I-80N-3(49)82

Address P. O. Box 1777, Vancouver, Washington 98660  Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

**Description of work to be done:**

Purchase and Install 36 additional signs to facilitate the safer movement of traffic throughout the project.

Signs: 12 Two-way Traffic
12 Do Not Pass
12 Turn on Lights

**Location by station numbers:**

Station 2280 to Station 2520

**Estimate of quantities and cost:**

| | |
|---|---|
| Materials | $ 1,500.00 |
| Equipment | 200.00 |
| Labor | 200.00 |
| Contractor's 15% | 285.00 |
| | $ 2,185.00 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

This order covers the purchase and installation of additional signing to insure a safer movement of traffic throught the project.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $ 2,185.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run amount | $ 0.00 |
| Expected under-run / over-run per cent | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins
Resident Engineer
Richard S. Hawkins

Approval Recommended: /s/ John A. Bond
for Construction Engineer or [redacted]

Approval Recommended: /s/ J. F. Putnam
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer
[redacted] Highway Engineer
Office Engineer.

State Printing

7-11-66

RECEIVED
JUL 19 1966
6829

F. B. Klaboe

BND CON TDL 63 7-15-66 1150AM

J F PUTNAM

CC F D MORGAN

RE THE DALLES-FIFTEENMILE CREEK PAVING PROJECT

THE TENTATIVE SCHEDULE FOR SWITCHING TRAFFIC TO A TWO-WAY PATTERN CHANGED TO JULY 18 OR 19 -- LOCAL STATE POLICE OFFICE AND PAPER NOTIFIED.

RICHARD S HAWKINS

AK
27.17.
66.18.

NOTED
F.B. KLABOE

RECEIVED
JUL 18 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Form A-136—Rev

APPROVED
Contingent upon modification of project agreement if additional funds are required.
June 14 1966 By C. H. Brooks
Title Dist. Engineer
Bureau of Public Roads

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

G1-P
Supplement No. 1

APPLYING TO CONTRACT PROJECTS

Order No. 3

Project Name The Dalles - Fifteenmile Creek Section Date July 14, 1966

Highway Columbia River Contract No. 6829 F. A. Project No. I-80N-3(49)82

County Wasco Prefix 633-1097 Account No. 278-03

**Description of Work To Be Done:** Paint a double No Passing Yellow Stripe on one-half of the freeway section to be used temporarily as a two-way road during construction.

SUPPLEMENT NO. 1 - Erase existing traffic line and markings necessary to eliminate any confusion as to directional indications.

**Location by Station Numbers:**

Station 2270 to Station 2520

**Estimate of Quantities and Costs:**

Original Order No. 3 - 4.7 miles at $120.00 per mile = $564.00

| | | | |
|---|---|---|---|
| Supplement No. 1 - | Equipment | $200.00 | |
| | Labor | 400.00 | |
| | Subtotal | $600.00 | 600.00 |
| | Total | | $1,164.00 |

Explanation:
The use of a Yellow No Passing Stripe through this section under construction should reduce the possible chance of accidents. State Forces are better equipped to do this specialized work.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $600.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run (amount) | $0.00 |
| Expected under-run / over-run (per cent) | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins, Resident Engineer

Approval Recommended: /s/ F. D. Morgan, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ L. H. Warfield, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

State Printing

Form A-[illegible]-SM

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date 1 6 1966 By, [illegible]
Title Dist. Engineer
U.S. Bureau of Public Roads
Order No. 3

Project Name The Dalles - Fifteenmile Creek Section Date July 8, 1966

Highway Columbia River Contract No. 6829 F. A. Project No. I-80N-3(49)-82

County Wasco Prefix 633-1097 Account No. 278-03

Description of Work To Be Done: Paint a double No Passing Yellow Stripe on one-half of Freeway section to be used temporarily as a two-way road during construction.

Location by Station Numbers:

Sta. 2270+00 to Sta. 2520+00

Estimate of Quantities and Costs:

4.7 miles at $120.00 per mile = $564.00

(Cost per mile based on figures obtained from D.M.S. Office in The Dalles.)

Explanation:

The use of No Passing Yellow Striping through this section under construction should reduce the possible chance for accidents. State Forces are better equipped to do this specialized work.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $564.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run (amount) | $ 0.00 |
| Expected under-run / over-run (per cent) | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins, Resident Engineer

Approval Recommended: /s/ F. D. Morgan, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ J. F. Putnam, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Form E-109—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 1 1966 By [signature]
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name The Dalles - Fifteenmile Creek Section Date July 11, 1966

Highway Columbia River Contract No. 6829

County Wasco Prefix 633-1097

Contractor Peter Kiewit Sons' Company F. A. Project No. I-80N-3(49)82

Address P. O. Box 1777, Vancouver, Washington 98660 Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Install and Furnish Power to two (3-ft. x 8-ft.) Neon Slow Signs

Location by station numbers:

At Station 2270+15
At Station 2521+50

RECEIVED
JUL 27 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $3,000.00 |
| Materials | 1,000.00 |
| Contractor's % | 600.00 |
| Total | $4,600.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The installation of subject signs was not an anticipated item. They are being put up as an additional safety measure in conjunction to the present construction signing. The use of these signs will be helpful in slowing the freeway traffic as it is being necked down to a two-way road.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $1,093,612.02 |
| Present estimate of project cost, including $4,600.00 for work under this order | $1,093,612.02 |
| Expected under-run / over-run amount | $ 0.00 |
| Expected under-run / over-run per cent | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Richard S. Hawkins, Resident Engineer

Approval Recommended: /s/ F. D. Morgan, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ J. F. Putnam, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

SP*8391-734

Young 7-29-66

RECEIVED
JUL 1966

I-Rc 1-(W)82
6829

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1966

RAILROAD COMPANIES
FILE No. 6-4

**SUBJECT:** Pipe Line Crossing Agreement
[redacted], R/W File 30557
Scherrer Drainage Problem, The Dalles-Fifteenmile Creek Section
Wasco County

**To:** Mr. Floyd Query, Secretary
State Highway Commission
B u i l d i n g

L

Herewith is fully executed duplicate original of a Pipe Line Crossing Agreement with Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee.

Please forward the executed original to Mr. Saling's office for processing and recording. A copy of said document is also attached hereto so that you may retain the same in your office while the original is being recorded.

Jack L. Sollis
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Encls.

cc: R. L. Porter (1)
F. B. Klaboe (1)
F. D. Morgan (2)
E. S. Hunter (1)
J. F. Putnam (2)
R. N. Chase (3)
C. H. Maison (1)
Earl F. Saling (3)
Ted Litchfield (1)

Barbara
Jo - 2 x file
7-6

MAILED
TO FLOYD QUERY

FORM E-1220 BOM 4-62

RECEIVED
JUN 8 - 1966
KENNETH N. FRIDLEY, MEMBER
Wasco
PORTLAND
I-80N-3(49)82
6829

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 2, 1966

NOTED
F. B. KLABOE

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Installation of 43" x 27" CMP Arch
UPRR M.P. 83.22
The Dalles-Fifteenmile Creek Section
Columbia River Highway
Wasco County
Project No. I-80N-3(49)82
Contract No. 6829
YOUR FILE: D 315 - 2 - 93

Gentlemen:

The estimate contained in your letter of May 12, 1966 for the railroad's work to be performed in conjunction with the above-captioned culvert installation has been approved by the State and the Bureau of Public Roads.

You are hereby authorized to proceed with this work as of May 25, 1966. All work performed subsequent to May 25, 1966 will be reimbursed in accordance with PPM 30-3 and all supplements thereto.

Please notify our Resident Engineer, Mr. R. S. Hawkins, P. O. Box 122, The Dalles, Oregon 97058, Phone 298-1641, at least three days prior to your beginning work so that your work may be coordinated with that of the State's contractor.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: A. W. Parsons

F. B. Klaboe (w/copy of UPRR letter)
L. H. Young " "
C. H. Maison " "
J. F. Putnam
R. S. Hawkins
F. W. Sugnet

STATE H

4 2

# UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MAY 12, 1966

File Ref. D 315 - 2 - 93

Routing

| | |
|---|---|
| Morgan | Pease |
| Docker | Morelock |
| Bond | Trout |
| Barboa | Scott |
| Walker | Wills |
| Clann | Litchfield |
| Swan | Olson |

RECEIVED
MAY 13 1966
CONSTRUCTION DIVISION

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Reference is made to your recent verbal request for an estimate for Railroad work in connection with State's proposal to install a 43"x 27" CMP arch culvert under the Railroad's main line at Milepost 83.22 near the westerly city limits of The Dalles.

For your information our tentative estimate for this work is as follows:

| Description | Labor | Material | Total |
|---|---|---|---|
| Track Work - Two Main Tracks | | | |
| Remove and restore sections of tracks for installation of culvert by State of Oregon | $ 325 | | |
| Labor additive | 105 | | |
| Contingencies | 35 | | |
| Subtotal | $ 465 | | |
| Total | | | $ 465 |
| Engineering-Inspection | | | |
| Engineer-Inspector | $ 67 | | |
| Vehicle rental | | $ 26 | |
| Personal expenses | | 24 | |
| Labor additive | 23 | | |
| Subtotal | $ 90 | $ 50 | |
| Total | | | $ 140 |

Please advise this office a few days in advance of the

State's intentions to make the installation so we can line up our forces accordingly.

Yours very truly,

W. D. Johnson

RECEIVED
MAY 31 1966

I-80N-3(49)82

Form CS-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 6829 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 25, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-3(49)82
The Dalles - Fifteenmile Creek Section
UPRR Agreement

The supplemental agreement dated May 12, 1966 furnished with Mr. Litchfield's May 20, 1966 letter is hereby approved, and you are authorized to proceed with railroad work on the subject project.

REFERRED TO
Litchfield
By Asst. State Hwy. Engr.
5-31-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 1 - 1966
FOR FILING

I-80N-3(49)82

Form CO-121 (11-63) (Pres. by A.O. 204-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 23, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-80N-3(49)82
The Dalles - Fifteenmile Creek Section
Paving

As requested in Mr. Young's letter of May 19, 1966 advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of May 11, 1966 in the award of contract No. 6829 to Peter Kiewit Sons' Co., of Walla Walla, Washington, low bidder in the amount of $969,999.58 at the April 28, 1966 bid opening.

REFERRED TO
Young
BY ASST. STATE HWY. ENGR.
5-31-66

RECEIVED
JUN 2 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 27 1966
FOR FILING

I-8DN-3(49)82

6829

3P

May 12, 1966

Bid opr 28

Peter Kiewit Sons' Company
Box 1777
Vancouver, Washington

Gentlemen:

The State Highway Commission on May 9 accepted your proposal for paving The Dalles-Fifteen Mile Creek Section of the Columbia River Highway in Wasco County for the sum of $969,999.50 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer on May 11 awarded you the project, which has been assigned Contract No. 6829.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Casey, Secretary
OREGON STATE HIGHWAY COMMISSION

Encs
cc Pacific Builder & Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Ore.
Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

Form CD-121 (11-63) (Prcs. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

I-5-3(49)82

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 9, 1966

In reply refer to: 08-35-EC

6829

FROM : W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Projects LSF-5(1) Clyde Holliday Safety Rest Area
LSF-22(1) Corvallis Section
I-80N-3(49)82 The Dalles - Fifteenmile Creek

Mr. Young's three May 2 letters requested our tentative concurrence in the award of the subject projects, as these projects exceeded the engineer's estimate by greater than 10%.

We have been advised by our Regional office that we may concur in the following projects:

LSF-22(1) Corvallis Section
I-80N-3(49)82 The Dalles - Fifteenmile Creek

However, it was considered not to be in the public interest to allow LSF-5(1) Clyde Holliday Safety Rest Area to go to contract. Therefore, we cannot give tentative concurrence for the award of LSF-5(1) utilizing Federal funds.

A PR-9 has been approved in stage 1 effective this date for Project LSF-2(5) Sea Lion Caves to release funds to the Landscape and Scenic Enhancement project, as requested.

RECEIVED
MAY 10 1966
CENTRAL ENGINEERING
DIVISION

NOTED
R N CHASE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 28 1966

FOR FILING

Form CD-121 (11-63) (Prev. by A.O. 207-16)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 26, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-3(49)82
The Dalles - Fifteenmile Creek Section
Union Pacific Railroad Company Agreement

Our April 6, 1966 P.S. & E. memorandum on the subject project withheld authorization to proceed with railroad work included in the estimate which was approved by our September 23, 1963 memorandum under Project I-80N-3(27)81. Stage construction was considered to be warranted pending further study of the drainage pattern. However, you should furnish information to support the change in the original plan based on this study.

In addition, your October 15, 1964 proposed railroad agreement contained no information regarding work to be performed by railroad forces or estimate therefor. Such details should be furnished in a supplemental railroad agreement to obtain the necessary authorization to proceed.

The termination clause (condition no. 17) is much less objectionable than the deleted clause (condition no. 8). While it is unlikely that the railroad company will exercise its right to terminate the agreement, it would also seem to be good practice to include some provision regarding the possibility of corrective action after the notice to terminate is issued.

REFERRED TO
By Asst. State Hwy. Engr.
4-27-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 11 1966
FOR FILING

Form CD-121 (11-65) (Prep. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 6, 1966

In reply refer to: 08-35.2-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-80N-3(49)82
The Dalles-Fifteenmile Creek Section
Paving

REFERRED TO
Young Wlend.
Asst. State Hwy. Engr.
4-11-66

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our authorization is with the understanding that all necessary right of way has been acquired for occupancy and contractor's use, and further that control of access rights has been obtained with relocation assistance provided and no utility adjustments involved as indicated in Mr. Oakes' and Mr. Litchfield's March 24 and March 30, 1966 reports.

You are authorized to proceed with contractor's flagging included in your estimate for $900.00.

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | April 1966 |
| Division II - Part 2 - Bases | January 1966 |
| Section 204 - Plant-mix stone base | January 1966 |
| Division II - Part 3 - Surfacing & Pavements | January 1966 |
| Division II - Part 4 - Structures | April 1966 |
| Division II - Part 5 - Signing | January 1966 |
| Division II - Part 7 - Incidentals | January 1966 |

Inasmuch as our Washington office's review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of our review.

A preliminary copy of the railroad agreement, dated October 15, 1964, has been reviewed.

Mr. Young's April 4, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplements thereto as being in the public interest.

Attachment

RECEIVED
APR 3 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 8 - 1966
FOR FILING

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 5, 1966

SUBJECT: Supplemental Utility R/W Status Report for April 28, 1966

To: Mr. L. H. Young
Office Engineer

BUILDING

1. N.W. JOHNSON ST.-S.W. MONTGOMERY ST. SECTION: Grading, Paving, Structure, Signing and Illumination

Spokane, Portland & Seattle Railway Company and Portland Terminal Railway Company own railroad tracks which will conflict with the proposed construction in the northerly quarter of the project. This work will be performed at the railroads' expense and no agreement is necessary. No delays are anticipated.

3. THE DALLES-FIFTEENMILE CREEK SECTION: Paving

Attached you will find two copies of an agreement with the Union Pacific Railroad Company covering the installation of a 43" x 27" arch type culvert. The easements involved have been acquired. Access control will be handled in the future UPRR-State agreement.

4. HIGHBANKS RD.-McKENZIE HIGHWAY SECTION: Grading, Paving, Structures and Signing

Weyerhaeuser Company owns a private logging railroad which our proposed construction crosses near the easterly end of the project.

The railroad agreement for this overcrossing has been received by the State and is being reviewed.

Attached you will find one copy of the above-mentioned agreement.

PGP:bjm
Attachment

cc: F. B. Klaboe
C. H. Maison
D. H. Moehring
V. G. O'Neil
L. H. Young (4)

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
APR 8 1966
OFFICE
STATE HIGHWAY ENGINEER

RECEIVED
APR 4 - 1966
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1966

To: Mr. L. H. Young
Office Engineer

BUILDING

SUBJECT: Utility R/W Status Report for
April 28, 1966

The status of negotiations with Utilities on all FAI, FA and LSF projects for this letting is as follows:

1. N.W. JOHNSON ST.-S.W. MONTGOMERY ST. SECTION: Grading, Paving, Structure, Signing and Illumination

Northwest Natural Gas Company owns gas mains of various sizes which are scattered throughout the Interstate portion of the project and will conflict with the proposed construction. These are located on public road right of way and will be adjusted at no cost to the State. The estimated date of completion is July 1, 1966 and copies of Utility letters to the company are available for inspection in this office.

Pacific Northwest Bell Telephone Company owns both cables and telephone poles which are in conflict with the proposed construction throughout the northerly three-fourths of the Interstate portion of the project. These are located on public road right of way and will be adjusted at no cost to the State. It is estimated this work will be completed by July 1, 1966. Copies of the Utility letters are on file in this office.

Portland General Electric Company owns both power poles and cables scattered throughout the project which are in conflict with the proposed construction. These are located on public road right of way and will be adjusted at no cost to the State. The estimated date of completion is July 1, 1966. Copies of the Utility letters to the company are on file in this office.

It is anticipated the agreement between the State and Portland General Electric Company will be signed this week. PGE has indicated they will have the substation removed within six weeks of the date the agreement is signed.

Pacific Power and Light Company owns power poles, cables and steam lines which are in conflict with the proposed construction throughout the project. These are all located on public road right of way and will be adjusted at no cost to the State. The estimated date of completion is July 1, 1966. Copies of our Staff Attorney's letter to the company are on file in this office.

The City of Portland, Fire Bureau, owns fire alarm wires which are on city streets and will conflict with the proposed construction throughout the northerly three-fourths of the Interstate portion of the project. This work is reimbursable and is estimated to cost the State $15,000. It is estimated this work will be completed by July 1, 1966.

The City of Portland, Bureau of Lighting and Power, owns ornamental street lights located on S.W. Burnside, S.W. Washington, S.W. Alder and S.W. Morrison Streets between 13th and 15th Avenues which will conflict with the proposed construction. This work will be performed under a continuing contract with Portland General Electric Company at no cost to the State. It is anticipated this work will be completed by July 1, 1966.

The City of Portland, Traffic Bureau, owns signal poles located throughout the northerly one-half of the Interstate portion of the project which will conflict with the proposed construction. These are reimbursable and it is estimated the cost to the State will be $40,000. The estimated date of completion is July 1, 1966.

The City of Portland, Water Bureau, owns water mains and fire hydrants which will conflict throughout the project with the proposed construction. This work is reimbursable and it is estimated to cost the State $250,000. The estimated date of completion is July 1, 1966.

It is not anticipated the State will be required to reimburse any of the above-mentioned Utilities for additional right of way and no delays are expected.

Attached you will find two copies each of our Staff Attorney's letter to the companies listed below:

1. City of Portland, Bureau of Fire
2. City of Portland, Bureau of Lighting and Power
3. City of Portland, Bureau of Traffic Engineering
4. City of Portland, Bureau of Water Works

All the above Utilities have indicated they must maintain service to existing facilities; therefore, the above estimated date of completion is contingent upon the

contractor's operations and the date various streets are closed.

2. S.W. MONTGOMERY-S.W. BROADWAY SECTION: Traffic Signals

No Utilities are involved.

3. THE DALLES-FIFTEENMILE CREEK SECTION: Paving

No Utilities are involved.

4. HIGHBANKS RD.-MCKENZIE HIGHWAY SECTION: Grading, Paving, Structures and Signing

Northwest Natural Gas Company owns gas lines located on the McKenzie Highway portion of the project which will conflict with the proposed construction. This work will be completed at no cost to the State. The estimated date of completion is June 15, 1966.

Springfield Utility Board owns water lines and distribution facilities on the McKenzie Highway portion of the project which will conflict with the proposed construction. Since these conflicts are on public road right of way this work will be performed at no cost to the State. The estimated date of completion is June 15, 1966. Copies of the utility letter to the company are on file in this office.

Springfield Utility Board owns power poles located on public road right of way at both ends of the project which will conflict with the proposed construction. This work will be performed at no cost to the State. The estimated date of completion is June 30, 1966.

Pacific Power and Light Company owns power poles near the Highbanks Interchange located on both public road and private property which will conflict with the proposed construction. The State's share of this work is estimated to be $2,000. The estimated date of completion is June 30, 1966.

Eugene Water and Electric Board owns a power pole located on public road right of way near Station 398 which will conflict with the proposed construction. This will be adjusted at no cost to the State. Estimated date of completion May 31, 1966. Copies of the Utility letter are on file in this office.

Pacific Northwest Bell Telephone Company owns aerial facilities located mostly on public road right of way near each end of the project which will conflict with the proposed construction. The State's share of this work is $200 and the estimated date of completion is June 30, 1966.

It is not anticipated the State will be required to reimburse any of the above-mentioned Utilities for additional right of way and no delays are expected. All the above-mentioned work will be handled on a non-participating basis. Copies of our Staff Attorney's letters to each of the above listed Utilities are on file in this office for your use.

Bonneville Power Administration owns two towers located opposite Station 458+00 which must be replaced with heavier type towers. The estimated cost to the State is $20,650. This work was approved by the Bureau of Public Roads on March 11, 1966, and will be completed after the project is finished as there is a waiting period of approximately one year for the necessary steel. The lines and towers in their present position will not interfere with the proposed construction. No delays are anticipated.

5. CAIRO JCT. SECTION: Grading and Paving

Idaho Power Company owns power facilities scattered throughout the project which will conflict with the proposed construction. These conflicts are both public road and private property. The State's share of this work is estimated to be $1,000.

Malheur Home Telephone Company owns telephone poles located throughout the project on public road right of way. This work will be completed at no cost to the State.

Cascade Natural Gas Company owns a gas line located on both private and public road right of way which will conflict with the proposed construction. The State's share of this work is estimated to be $1,000.

Copies of our Staff Attorney's letters to the above-mentioned Utilities are on file in this office.

It is anticipated all this Utility work will be performed on a non-participating basis. The estimatdd date of completion is June 15, 1966. No delays are expected.

6. BARNES ROAD-CORNELIUS PASS SECTION: Roadside Improvement

No Utilities are involved.

7. CORVALLIS SECTION: Roadside Improvement

No Utilities are involved.

8. CLYDE HOLLIDAY SAFETY REST AREA: Improvement

No Utilities are involved.

Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: F. B. Klaboe
C. H. Maison
D. H. Moehring
V. G. O'Neil
L. H. Young (9)

RECEIVED
MAR 31 1966
OFFICE OF
STATE

RECEIVED
MAR 1 - 1966
FORM E-30 BOM 10-65 SP*23401-734
FOR FILING
I-X1N-=(49)82
6829

RECEIVED
FEB 25
OREGON
STATE HIGHWAY

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1966

To: MEMO TO THE FILES

SUBJECT: The Dalles-Fifteenmile Creek Section
Columbia River Highway Paving

Bureau of Public Roads has concurred in the use of 8-inch Standard Mesh Reinforced portland cement concrete for use on the subject section.

They have also agreed to varying the thickness of the slab from 7" to 9" ± in order to place the concrete directly upon the existing 0-11 mat as much as possible without disturbing the oiled surface.

The extent to which this direct placing can be done will be determined from carefully run three-line profiles over each lane. This was discussed with the field last week. The profiles should be finished or nearly so by this time.

A study of profiles will also be required to determine other items as follows:

1. Pay quantities for the concrete pavement, either by the cubic yard or square yard.

2. The extent of quantities to be removed at structure ends.

3. The extent of areas to be brought to bottom of pavement grade by adding material, rock or A.C. It is believed short sections have settled as much as 9 inches.

Details of handling traffic will be worked out by John Walker.

With fine grading through, on, or above the oil mat required to accurately place forms, it is recommended the slip-form method of placing concrete be allowed as an alternate. This method controls grade by sensors following a wire, and no forms are required.

GLD:bjm
cc: F. B. Klaboe
L. H. Young
J. F. Putnam
Frank Hall
R. S. Hawkins

G. L. Decker
Assistant Construction Engineer

copies sent 3-28-66
Klaboe, Young
Please do not allow slip
2-25-66

RECEIVED
FEB 10 1966

Form DOT F 1320.1
(11-63)
(Prom. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 8, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-80N-3(49)82
The Dalles - Fifteenmile Creek Section
Columbia River Highway
Paving

Reference is made to your letter of January 13, 1966 modifying your December 7, 1965 letter and requesting approval of 8" standard mesh reinforced Portland cement concrete pavement type for use in this section.

After consideration of the conditions as set forth in your letter and provided in the material investigation earlier submitted, we concur in the use of the Portland cement concrete pavement as requested.

REFERRED TO
Morgan - Young
BY ASST. STATE HWY. ENGR.

Please work up job.
See me about concrete question.
2-10-66

RECEIVED
FEB 9 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 14 1966
FOR FILING
I-80N 3(49) #2
c.129

January 13, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Project I-80N-3(49)82
The Dalles-Fifteenmile Creek
Section, Projected Paving
Project

Dear Sir:

Data previously supplied you compared estimated costs for four types of final surfacing on The Dalles-Fifteenmile Creek Section--continuously reinforced concrete, standard mesh reinforced concrete, slip-form unreinforced concrete, and asphaltic concrete over cement-treated base. A figure of $5.50 per square yard was used as the estimated cost of the standard mesh reinforced concrete, 8 inches thick, with the C.R.P.C.C. being $1.00 per square yard higher in cost and the slip-form being $1.00 per square yard lower.

A review of the estimated costs for each type has shown no reason to revise the figures for the concrete. However, an item of "preparation of material" has been added to the cost of the cement-treated base. The cost of this item has been estimated to be $.25 per square yard for a six-inch depth, and adds $7,626.90 per four-lane mile to the cost of this operation. With this addition, the estimated costs per mile for each of the four types would be as follows:

| | | |
|---|---|---|
| 1. | Standard Mesh Reinforced P.C.C. - 8 inches | $180,225.72 |
| 2. | Continuously Reinforced P.C.C. - 8 inches | $208,305.72 |
| 3. | Slip-Form P.C.C. - 8 inches nonreinforced | $152,065.72 |
| 4. | 4 inches of A.C.<br>3 inches of P.M.B.B.<br>6 inches of Cement-Treated Base | $120,855.90 |

Your approval of the design using Asphaltic Concrete over six inches of cement-treated base has been received. However, after further consideration, we are now requesting your approval of standard mesh reinforced concrete for this section.

As previously noted, the grading and temporary 0-11 surfacing (1963) was conceived with 8 inches of portland cement concrete to be placed at a later date. The plans for this construction were approved, with some discussion on the interpretation of Instructional Memorandum 21-1-62 limiting stage construction to flexible type pavements. It was agreed to continue with stage construction with the understanding that justification for such construction would be furnished with particular emphasis on the reasons for selecting portland cement concrete.

The questionable foundation areas encountered on this project were, of course, the reasons for the planned stage construction. The extensive embankment foundation treatment carried out during grading operations undoubtedly contributed greatly to fill stability. However, recent profile checks have shown differential settlements as great as nine inches in certain locations. Self-stabilization at these locations appears to have occurred with no further settlement observed for some time.

The reason for selecting portland cement concrete was primarily to choose a type of pavement which would provide a more even, smoother and longer lasting ride with a minimum of maintenance, qualities which we have not accomplished to any degree in adjacent asphaltic concrete sections. A superior type pavement surface is considered particularly desirable within or in close proximity to a developed area.

The undesirable characteristics developing in the existing surfacing and subgrade material can be attributed in part to the pumping action imparted by traffic over the relatively thin existing surface section. The bridging action of portland cement concrete placed within this year's construction season will eliminate any pumping action. The concrete can be placed directly on the 0-11 surfacing with some leveling of settled areas.

Cost comparisons favor first the section using cement-treated base and asphaltic concrete, and secondly unreinforced slip-form concrete. We have little or no experience with either type in Oregon and are reluctant to experiment on this section,

preferring to use standard mesh reinforced concrete, confident it will produce the high quality surface desired.

May we have your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Kinboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. M. Young
J. F. Putnam

GLD:bjm srb

Form CD-121
(11-65)
(Revs. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

DATE: December 1, 1965

In reply refer to: 08-35.EC/710.11

TO 6431 Mr. Dorrant Cooper, State Highway Engineer
Salem, Oregon

FROM : L. W. Ransome, Division Engineer
Salem, Oregon

By: T. Dee
Engineering Coordinator

SUBJECT: Oregon Federal-aid Interstate Program

Mr. Young's November 16, 1965 letter requested the inclusion of three projects in the subject program and Mr. Litchfield's November 24, 1965 letter furnished additional documentation for Item 431. These Stage 2 construction and right of way (utilities) projects are approved effective this date and detailed as follows:

| Item | Project | Location | Work |
|---|---|---|---|
| 430 | I-5-3(72)130 | Sutherlin Interchange | Illumination |
| 431 | I-80N-5(21)176 | Morrow C.L. to Stanfield Jct. | Grade, pave, strs. & ROW-Utilities |
| 432 | I-80N-3(49)82 | The Dalles-Fifteenmile Creek | Pave |

You are authorized to proceed with utility preparatory work and with actual acquisition for the right of way for utility purposes effective this date for Item 431.

On Item 432, I-80N-3(49)82, The Dalles-Fifteenmile Creek, we are approving this program, however, construction authorization will not be granted until suitable justification for the pavement type is received as previously mentioned in our October 4, 1963 memorandum under Project I-80N-3(39)81.

This program action provides for 14.27 miles of highway improvement at a total estimated cost of $4,751,500 of which $4,322,550 is reserved as Federal-aid Interstate funds.

RECEIVED
P.R. ROADS

REFERRED TO
Asst. State Hwy. Engr.
12-2-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-123X 80M 2-65

RECEIVED
DEC 7 - 1965
ENGINEERING

COMMISSIONERS:
GLENN L. JACKSON, CHAIRMAN
McMINNVILLE
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID E. SIMPSON, MEMBER
PORTLAND

I-H-(17)83
68-f

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 12, 1965

NOTED
E. B. KLABOE

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

RE: Pipe Line Crossing Agreement
J. E. Scherrar Drainage Problem
The Dalles-Fifteenmile Creek Section
Columbia River Highway - Wasco County
Your File: D 315 - 2 - 93

Gentlemen:

This is in reply to your letter of May 20, 1965 with which you returned our drawing No. 20659 approved by Mr. W. E. Dowling for your Chief Engineer. You also returned the duplicate counterparts of the Pipe Line Agreement covering the installation of a 43-inch by 27-inch arch culvert under your main line tracks at Railroad Station 2314+49. This agreement was approved by the Highway Commission at their meeting of April 20, 1965.

We have added the signature paragraph of the Commission Secretary and signature lines for the Assistant State Highway Engineer and the Chief Counsel on the signatory page. This has been executed again and duplicate counterparts are returned herewith. We also enclosed as you requested a certified copy of the Commission's resolution authorizing the Secretary to execute this agreement on behalf of the Commission.

It is our intention to perform this work in the near future and we agree to abide by the stipulations set forth in the second paragraph of your May 20 letter.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:fp
Enc.
cc F. B. Klaboe
I. D. Merchant
J. F. Putnam
Vernon Shull

NOTED
E. B. KLABOE
11-19-65

RECEIVED
NOV 12 1965
OFFICE OF
STATE HIGHWAY ENGINEER

# UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

MAY 20, 1965

File Ref. D 315 - 2 - 93

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

CONSTRUCTION DIVISION
RECEIVED
MAY 25 1965
NOTED ☐ CE ☐ AGE ☐ AGE ☐ ☐ COE

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Reference is made to the State's proposal to install a 43" x 27" arch culvert under the Railroad's main tracks at Railroad Engineering Sta. 2314+49, MP 83.22 near the west city limits of The Dalles, Oregon.

Herewith returned is one print of the Highway Department's Drawing No. 20659 dated February 16, 1965, submitted with your letter of April 6, 1965. On the print Mr. W. E. Dowling has noted his approval for the Railroad's Chief Engineer with the condition that installation will be made so that one of the Railroad's tracks is in service at all times and that the State will progress its work so that installation of the culvert under one track will be completed within a normal day's shift, permitting train operations over the pipe at end of the shift. The print is being returned with the understanding that installation will be handled in this manner.

On April 27, Mr. J. N. Hershberger returned to this office, duplicate counterparts of a pipe line crossing agreement proposed to cover the culvert, which had been signed by Mr. Floyd Query, Secretary for the Highway Commission. The agreement which was transmitted to you with our letter of January 25 had been modified by the State for Mr. Query's signature. The Railroad's Legal Department, however, after reviewing the addition made by the State, advises that it does not constitute an execution of the document but merely states that the agreement was approved by the Oregon State Highway Commission and that the Secretary for the Commission was authorized and directed to sign the agreement on behalf

of the Commission. The Legal Department says that it would have no objection to addition of this statement on the signatory page but it should necessarily be placed below the executions of both parties to the agreement.

In view of the foregoing, the last two pages of the agreement have been rewritten to provide for proper execution by the Oregon State Highway Commission and duplicate signatory counterparts are herewith attached for this purpose. It is requested that the Highway Commission's seal be affixed to the agreement and, in addition, a certified copy of the Commission's resolution authorizing and directing the Secretary to execute the agreement for and on behalf of the Commission, be attached.

After proper execution by the Highway Commission, will you please return the agreement for completion by the Railroad and, following this, the State's counterpart will be furnished for its records.

Yours very truly,

W. D. Johnson

encs.

RECEIVED
SEP 20 1965
FOR FILING

Form CD-121 (Revised by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

I-80N-3(41) 82

TO : Mr. Forrest Cooper, State Highway Engineer
6829 Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: September 14, 1965

In reply refer to: 33-35.2-DA

SUBJECT: Oregon Project I-80N-3(--)79
The Dalles-Fifteenmile Creek Section
Projected paving project

It has come to our attention that the final paving of The Dalles-Fifteenmile Creek Section is scheduled for construction soon, and it is presumed, therefore, that the design is now underway.

Stage construction utilizing Oregon's type 0-11 oil mat was approved in our P.S. & E. letter of September 16, 1963 (Project I-80N-3(39)81) on the basis of a base design dated May 21, 1963. No further base design data for the presently contemplated project has been received, although it is our understanding some additional information data has been compiled.

In the past some discussion has been carried on concerning selection of pavement type for this section, and our position must continue to be in agreement with Instructional Memorandum 21-1-62 as discussed in the previously mentioned P.S.&E. letter. This Instructional Memorandum limits stage construction to flexible type pavements and has not been superseded.

Copy to Mr. Gow
Mr. Young
9-17-65

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FOR FILING
I-205-3(49) 82
6827

Commissioners:
Wayne E. Phillips, Baker
Chairman
Tallant Greenough, Coquille
Vice-Chairman
John P. Amacher, Winchester
J. Pat Metke, Bend
Joseph W. Smith, Klamath Falls

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

September 14, 1965

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

We are replying to your letter of September 8, 1965 which enclosed plans for the following projects:

1. Jefferson St.-Thurman St. Section, Stadium Freeway, Multnomah County.
2. Badger Creek-Hostetler Road Section, FAS 365, Wasco County.
3. Ashland Interchange Section, Pacific Highway, Jackson County.
4. Baldock Rest Area, Pacific Highway, Clackamas County.
5. The Dalles-Fifteenmile Creek Section, Columbia River Highway, Wasco County.
6. Bonneville-Hood River County Line Section, Columbia River Highway, Multnomah County.

There will be no conflict with wildlife resources as a result of any of the above construction, so the projects are approved.

We appreciate the opportunity to comment.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

NOTED
F. B. KLABOE

Routing

| | |
|---|---|
| Morgan | Peats |
| Docker | Morelock |
| Bond | Trout |
| Barbpo | Scott |
| Walker | Wills |
| Glenn | Litchfield |
| Swan | Olsen |

RECEIVED
SEP 15 1965
CONSTRUCTION
DIVISION

ROK:dm

cc: Director, OFC

9/15/65 Copies to:
F. B. Klaboe
L. H. Young
Frank Hall (6)
T. C. Roake
J. E. Morelock
A. E. Johnson (2)
L. W. Rulien (4)
L. R. Chandler (2)
J. F. Putnam (4) fp

RECEIVED
STATE HIGHWAY ENGINEER

RECEIVED
MAR 22 1965
FOR FILING

I-8011-3(11)82
6829

March 19, 1965

Oregon State Highway Commission

Gentlemen:

Construction of The Dalles-Fifteenmile Creek Section of Interstate 80N in Wasco County has caused concentration of storm runoff on private property and resulting ponding. To correct this situation, it will be necessary to construct a culvert under Union Pacific Railroad Company tracks a short distance west of Webber Street in The Dalles. Construction is estimated to cost approximately $4,000 on usual Interstate participation basis. We have Bureau of Public Roads' concurrence in this procedure.

An agreement with Union Pacific Railroad Company permitting construction of a culvert under its tracks and providing for the State to insure the Railroad against public liability and property damage in the amount of $500,000 for each category will appear on the agenda for the April 20 Commission meeting.

We recommend your approval of this agreement and request the Secretary be authorized to sign for and on behalf of the Commission.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Mr. Floyd Query
Mr. R. L. Porter
Mr. Lloyd Shaw
Mr. Victor D. Wolfe
Mr. F. D. Morgan
Mr. C. H. Maison
Mr. J. F. Putnam

LPS:ajw srb

682.1

# OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon

Public Relations Office 64-112-Se

Phone 364-2171
Extension 1501

TV NARRATIVE FOR FILM ON
THE DALLES SECTION OPENING

June 26, 1964

| VIDEO SCENE | AUDIO |
|---|---|
| DEDICATION SITE BY COLUMBIA RIVER AT THE DALLES | The Oregon State Highway Department will open a six-mile section of Interstate 80N freeway at 2 p.m., Monday, June 29, at The Dalles. Governor Mark O. Hatfield will cut the ribbon at a public ceremony. Site of the dedication is on the freeway near the small boat basin in the Columbia River, opposite the downtown section. This freeway project cost approximately $7,900,000. Of the six miles, 4.60 miles will be open for the first time. This section lies between the interchange west of The Dalles and Fifteenmile Creek east of The Dalles. The easterly 1.40-mile section, located between Fifteenmile Creek and The Dalles Dam Interchange, has been in use since late 1961. |
| GUARDRAIL, BRUSH, STRIPER, HANGING FREEWAY SIGNS | The finishing touches of highway construction consist of the placing of guardrails, brushing the roadway, striping, and hanging freeway signs. The signs, incidentally, are becoming standardized all over the nation--they are designed to be easily read and quickly understood at freeway speeds. |

TV NARRATIVE FOR FILM ON
THE DALLES SECTION OPENING - 2

64-112-Se

| VIDEO SCENE | AUDIO |
|---|---|
| FREEWAY SCENE ALONG BANKS OF COLUMBIA RIVER | The US30 highway one-way couplet can be seen here in The Dalles. This highway will continue to serve the city. The new freeway will relieve downtown traffic congestion to make shopping parking in the city more convenient. The new freeway will have an oil mat wearing surface until the construction area settles. Later it will be surfaced with portland cement concrete pavement. |
| THE DALLES DAM INTERCHANGE--LOOKING EAST | Here is The Dalles Dam Interchange, the eastern end of the six-mile project. The new freeway route is 0.28 mile shorter and will save about five minutes in driving time for passenger cars and almost four minutes for trucks. Also, the four-lane freeway in America has proved much safer for both passenger cars and trucks. |

# # # # # #

# New Stretch Of Freeway To Open Following Dedication On Monday

SALEM (UPI) — Gov. Mark Hatfield will dedicate a $7.9 million, six mile section of Interstate 80N in a ribbon cutting ceremony next Monday at The Dalles.

Of the six miles of freeway to be dedicated, 4.6 miles will be opened for the first time. This action lies between the interchanges just west of The Dalles and Fifteenmile Creek east of The Dalles.

It will have an oil mat wearing surface until the construction area settles, after which it will be paved with a concrete surface.

The 1.4 mile section between Fifteenmile Creek and The Dalles Dam interchange has been in use since late 1961.

The present highway, U.S. 30, will continue to serve the city. The new freeway will relieve downtown congestion.

Forrest Cooper, state highway engineer, said the ceremonies will begin at 2 p.m. and will be held west of the small boat basin opposite downtown The Dalles.

Glenn L. Jackson, chairman of the State Highway Commission, will be master of ceremonies. Hatfield will make the major address.

Miss Pat Ryan, the 1964 Pacific Northwest cherry sweetheart, and Miss Alonalie Hattenhauer, last year's cherry sweetheart, will assist Hatfield in the ribbon cutting.

Among those invited to attend the ceremonies are members of the Legislative Highway Interim Committee, and Sen. Ben Musa and Rep. Katherine Musa, both of The Dalles.

Others making brief speeches will be Baird M. French, regional engineer of the U.S. Bureau of Public Roads; Dr. John Skirving, mayor of The Dalles; and B. M. Keith, president of The Dalles Chamber of Commerce.

## Freeway Area To Be Opened

(D. J. of C.—June 29, 1964)

Salem — Gov. Mark Hatfield will dedicate six miles of Interstate 80N freeway in a ribbon-cutting ceremony today at The Dalles. Estimated construction cost of the new freeway is $7,900,000.

Of the six miles of freeway to be dedicated at the ribbon-cutting ceremony, 4.60 miles will be opened for the first time. This section lies between the interchange just west of The Dalles and Fifteenmile Creek east of The Dalles. This section will have an oil mat wearing surface until the construction area settles, after which it will be paved with a portland cement concrete surface. The 1.40-mile section between Fifteenmile Creek and The Dalles Dam Interchange has been in use since late 1961.

Forrest Cooper, state highway engineer, said the ceremonies will begin at 2 p.m. and will be held westerly of the small boat basin opposite downtown The Dalles.

Daily Journal of Commerce June 29-64

# OREGON STATE HIGHWAY DEPARTMENT
## Salem, Oregon

Public Relations Office 64-109-Se

Phone 364-2171
Extension 1501

FOR IMMEDIATE RELEASE

June 23, 1964

Governor Mark O. Hatfield will dedicate six miles of Interstate 80N freeway in a ribbon-cutting ceremony on June 29 at The Dalles. Estimated construction cost of the new freeway is $7,900,000.

(11-24-64 - I gave contract.

Of the six miles of freeway to be dedicated at the ribbon-cutting ceremony, 4.60 miles will be opened for the first time. This section lies between the interchange just west of The Dalles and Fifteenmile Creek east of The Dalles. This section will have an oil mat wearing surface until the construction area settles, after which it will be paved with a portland cement concrete surface. The 1.40-mile section between Fifteenmile Creek and The Dalles Dam Interchange has been in use since late 1961.

The present highway, US30, will continue to serve the city. The new freeway will relieve downtown congestion and make travel and parking more convenient for shoppers and business traffic. Besides being .28 mile shorter, the freeway will save about five minutes' driving time for passenger cars and nearly four minutes for trucks.

Forrest Cooper, state highway engineer, said the ceremonies will begin at 2 p.m. and will be held westerly of the small boat basin opposite downtown The Dalles.

Glenn L. Jackson, chairman of the Oregon State Highway Commission, will be master of ceremonies for the dedication. Governor Hatfield will make the major address.

Miss Pat Ryan, the 1964 Pacific Northwest Cherry Sweetheart; and Miss Alonalie Hattenhauer, last year's Cherry Sweetheart, will assist Governor Hatfield in the actual ribbon-cutting ceremonies.

Among invited dignitaries for the occasion are the members of the Legislative Highway Interim Committee, Senator Ben Musa, and Representative Katherine Musa, both of The Dalles.

Others making brief speeches will be Baird M. French, regional engineer of the U. S. Bureau of Public Roads; Dr. John Skirving, mayor of The Dalles; and B. M. Keith, president of The Dalles Chamber of Commerce.

Music will be furnished by The Dalles Community Band.

" " " " "

RR 634

SU-545(1) S.E. 102nd Ave.-S.E. 125th Ave. Sec., FAS 639 (Foster Rd.) 1966
#6830 (Grading and stone base)

C+A 3062

UNITED STATES GOVERNMENT

# Memorandum

SU-S-545(1)

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6830

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: October 4, 1967

In reply refer to: 08-35-DA
X Ref: 423.33

SUBJECT: Oregon Project SU 545(1)
SE. 102nd Avenue - SE. 125th Avenue Section
SE. Foster Road (FAS 639)

Transmitted herewith is the final report for the subject secondary road project. The supporting data submitted with Mr. Young's September 19, 1967 letter, as well as Mr. Keasey's December 5, 1966 inspection report, indicates that completion of the work under Contract No. 6830 was delayed because of utility relocation and difficulties in obtaining a P.U.C. agreement with Portland Traction Company covering the railroad crossing. As a result of these problems the completion of the work was delayed some 51 calendar days, for which a time extension was granted by the State Highway Commission. As a further result of this condition, the work under Contract No. 6831 was delayed some 43 calendar days.

It is felt this is a good example of the inevitable problems that may result when projects are advanced to PS&E stage without full compliance with the requirements of paragraph 8 of PPM 30-3. In view of past problems encountered in this area, we again bring this matter to your attention and request that appropriate steps be taken to comply with the aforementioned paragraph and your approved Secondary Road Plan prior to awarding future Federal-aid secondary projects.

Enclosure
Final Report

10-9-67
REFERRED TO
By Asst. State Hwy. Engr.

RECEIVED
OCT 6 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

(REV. 5-64)

U OF PUBLIC ROADS

REGION NO. 8

# FINAL INSPECTION OF FEDERAL-AID PROJECT CONSTRUCTED UNDER 1954 SECONDARY ROAD PLAN

(PPMs 20-5 and 20-6.1)

(Submit original and 3 copies to the Public Roads Division Office)

NOTICE OF COMPLETION AND ACCEPTANCE BY STATE HIGHWAY DEPARTMENT

SIGNATURE L. W. Young

TITLE Office Engineer

BUREAU OF PUBLIC ROADS INSPECTION MADE BY
W. N. Bryant, Assistant Area Engineer

IN COMPANY WITH
C. T. Keasey, Assistant Division Engineer, OSHD

CONTRACTOR'S NAME
See below

STATE
Oregon

COUNTY
Multnomah

PROJECT NO.
SU 545(1)

DATE OF INSPECTION
7-18-67

CONTRACT AMOUNT
$ See below

DESCRIPTION OF IMPROVEMENT AS PROGRAMED

Gr., dr., four 12' lanes
H. T. pave with 10'
shoulder area, curbs and
8' median, automatic
RR Xing signals

IMPROVEMENT AS CONSTRUCTED

ROADBED (Width 76 feet)

| TYPE CODE NUMBER | NET LENGTH (Miles) | BASE SURFACING WIDTH (Feet) |
|---|---|---|
| 2010 | 1.113 | 76' |
| 6201 | 1.113 | 76' |

STRUCTURES OVER 20-FOOT SPAN

| TYPE CODE NUMBER | NET LENGTH (Miles) |
|---|---|
| | |

REMARKS: The project has been completed in apparent conformity with the State standards and procedures approved in accordance with the 1964 Secondary Road Plan.

SE. 102nd AVENUE - SE. 125th AVENUE SECTION
SE. FOSTER ROAD
Grading, Stone Base, and Paving

This project is located along SE. Foster Road (FAS 639) between SE. 102nd Avenue and SE. 125th Avenue in Portland, Oregon. The work included the construction of 1.17 miles of City street involving roadbed excavation, stone base, curbs, asphaltic concrete paving, and automatic railroad crossing signals.

The project was completed under two separate contracts as follows:

Contract No. 6830

The grading and stone base work was awarded to Porter W. Yett, Portland, Oregon, in the amount of $180,920.25. Work began on July 11, 1966, at a final contract amount of $180,729.92. There

(more)

ACCEPTED BY BUREAU OF PUBLIC ROADS

SIGNATURE DIVISION ENGINEER A. W. Parsons

DATE September 28, 1967

STATE HIGHWAY DEPARTMENT COPY

were no major overruns or underruns. The contract allowed 125 calendar days to complete the work as compared to the 176 days used. The overrun in time was due to difficulties encountered in obtaining a PUC agreement with Portland Traction Co. covering the railroad crossing. A time extension of 51 days was requested by the contractor and granted by the State. Work under this contract was accepted by the Highway Commission on April 4, 1967.

The State's Material Certification attached to the Division office copy of this report indicates that 2 of 17 sets of concrete cylinders representing concrete used in the curbs did not meet the required 3300 psi in 28 days. The State indicates the variation is well within a statistical tolerance for specified quality concrete. Since the concrete was used in curb construction, it is felt the material is acceptable.

Contract No. 6831

The asphaltic concrete paving work was awarded to Oregon Asphalt Paving Co., Portland, Oregon, in the bid amount of $77,886.50. Work started on October 28, 1966, and was completed on June 29, 1967, well ahead of the 400 calendar days allowed. The base course was completed on December 3, 1966, 43 days beyond the specified 140 calendar days. Since this overrun was due to the grading contractor not being able to complete his work as scheduled, the State granted a time extension of 43 days. There were no major overruns or underruns.

The State's Materials Certification attached to the Division office copy of this report indicates that 3 of 3 samples of Class B A/C tested at the State Laboratory and 6 of 10 field-tested samples showed a gradation and/or asphalt variation in excess of the job mix tolerance. However, the gradation and asphalt content were all within the broad band specifications.

The County has certified that the mix was adjusted to fit field conditions. Based on results from other projects in the area using the same aggregate, the County felt a reduced percentage of asphalt content was advisable. The design mix was adjusted but the change was not properly documented. The County has indicated that on future projects when a change appears desirable proper documentation will be implemented.

Linear Measurements

The width and height of curbs, sidewalk width, and roadway width was measured at various points and found to be in substantial conformity with the plans and specifications.

(more)

Remarks

During the inspection it was noted that several items did not comply with the MUTCD. These items were:

1. "Pavement Narrows Use Left Lane" sign in use instead of the Pavement-Width Transition Sign.

2. The railroad crossing advance warning signs were 30" in diameter instead of 36".

3. The cross-buck sign did not indicate the number of tracks.

4. There were no pavement markings and stop lines at the railroad crossing.

Both the State and County were informed that the project would not be acceptable until these deficiencies were corrected to fully comply with the AASHO MUTCD. The State advised on August 2, 1967 that the above items had been completed by the County on August 1, 1967.

Acceptance of the project is recommended: W N Bryant
W. N. Bryant
Assistant Area Engineer

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APR 7 - 1967

SU-545 (1)
6830

April 6, 1967

General Insurance Company of America
Portland Service Office
209 S.W. 4th Avenue
Portland, Oregon 97204

Gentlemen:

Contract No. 6830 awarded to Porter W. Yett Company for grading and stone base on the S.E. 102nd Avenue-S.E. 125th Avenue on S.E. Foster Road in Multnomah County was completed on November 28, 1966, and accepted by the Highway Commission on April 4, 1967.

Final payment in the amount of $5,418.28 will be released to the contractor after April 13, 1967. The total contract amount is $161,825.03 including $322.73 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Porter Yett Company
6500 N.E. Ainsworth Street
Portland, Oregon 97218

L.H. Young
C.W. Maison
Attn: John Herr

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APR 5 - 1967
FOR FILING

Su-545 (1)
6830

April 4, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed November 28, 1966, on Contract No. 6830. The contract was with Porter W. Yett Company and was for the grading and stone base on the S.E. 102nd Avenue-S.E. 125th Avenue Section of S.E. Foster Road (FAS 639) in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 4, 1967 and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
C. H. Maison
L. H. Young
L. W. Rulien

srb jw

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MAR 1 - 1967
FOR FILING

SU-545(1)

6830

February 1, 1967

#3

Porter W. Tott Company
6500 N.E. Ainsworth Street
Portland, Oregon 97218

Gentlemen:

The State Highway Commission at its meeting on January 31 considered your request for an extension of time on Contract No. 6830 on the S.E. 102nd Avenue-S.E. 125th Avenue Section on FAS 639 in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission increased the specified number of calendar days to 176.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc L.W. Rulien
Multnomah County Engineer
L.H. Young
F.D. Morgan
C.H. Maison

RECEIVED
JAN 6 - 1967
FOR FILING
SU-545(1)
6830

January 5, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 3
January 31, 1967 meeting

Gentlemen:

Porter W. Yett Co., contractor on the S. E. 102nd Avenue-S. E. 125th Avenue Section of FAS639 (Foster Road) in Multnomah County, Contract No. 6830, requests an increase in the number of calendar days from 125 to 176. The contractor's request is based on delays caused by utility and railroad work.

There was a delay in mailing the contract forms to the contractor in excess of the amount specified in the standard specifications and this delay justifies an extension of five calendar days. Utility company adjustments in the construction area prevented the contractor from performing any work for a period of 35 calendar days following the beginning date of calendar day count and delayed his normal operations by approximately 50 percent for the next 14 days. This delay justifies an increase of 42 calendar days.

The Public Utility Commissioner issued an order altering the railroad crossing on this project. This alteration caused a delay to the contractor of 14 calendar days and an increase in this amount is justified.

The reasons listed above would justify an extension of 61 calendar days. This project was completed November 28, 1966, at which time 51 calendar days beyond the number allowed had been used. I recommend that the specified number of calendar days be increased to 176. This will eliminate all liquidated damages.

This matter will be on the agenda for your consideration at the January 31 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
P. D. Morgan
L. H. Young
C. H. Maison
L. W. Rulien

DES:rw bg

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6430 Contractor Porter H. Tett Co.

Highway FAS 639 (S.E. Foster Road)

Section S.E. 122nd Ave.-S.E. 125th Ave.

Kind of Work Grading & Stone Base

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED or GRANTED. The reasons for such recommendation are as follows:

Delay in mail contract forms justifies 5 calendar days. Utility delays justify 42 calendar days. Railroad crossing alteration delays ordered by PUC justify 14 calendar days.

Recommended for Approval:

[signature] Division Engineer

[signature] Construction Engineer or Bridge Engineer

[signature] Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6430 |
| Project designation | FH 545 (1) |
| Date awarded | May 12, 1966 State-Federal |
| Work started | July 11, 1966 |
| Per cent completed | 100%, Nov. 28, '66 Date |
| No. of Workdays Allowed | 125 |
| No. of Workdays Used | 176 |
| No. of Added Workdays Requested | 51 |

E—320 (Rev.)—8M—10-57

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 1, 19[illegible]

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar days from 138 days to 176 days, within which to complete our Contract No. [illegible], without the assessment of liquidated damages. The said contract is described as follows:

Multnomah County, Section: S. P. [illegible] S. E. [illegible], Highway: F.A.S. 220 (S.E. Foster Road)
Grading and Slope Rock

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: 1. Beginning late of Calendar Day Count-June 6, 1966.
June 6th to July 11th Incl.-36 Cal. Days-to work could be done on due to clearing & grubbing operations-also no utilities had completed their relocations.
2. Date our work commenced-July 12, 1966
July 12th to July 20th Incl.-14 Cal. Days-Work could not proceed at normal pace due to utilities still to be relocated.
3. In addition at least 7 Cal. Days delay was caused by Railroad's inspection on their grade crossing levels.

Respectfully submitted,

FOSTER V. YETT COMPANY
Contractor

By [signature] President

---

## CONSENT OF SURETY

Date DEC 1 1966, 19

We, GENERAL INSURANCE CO. OF AMERICA

[illegible], as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Richard N. Mahle
Attorney-in-fact

RICHARD N. MAHLE (SEAL)

Robert I. Dooley
Resident Agent

ROBERT I. DOOLEY, AGENT

FORM E-30 SQM 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1966

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

SUBJECT: Extension of Time
S.E. 102 Avenue-S.E. 125 Avenue
FAS 639 Foster Road
Contract No. 6830

Attached is a request from Porter W. Yett Co., contractor on the subject contract for an increase in the number of calendar days from 125 to 176. The contractor's request is based on delays caused by utility and railroad work.

Bids for this contract were received April 28, 1966. The contract was awarded May 12, but the contract forms were not mailed to the contractor until May 23. This is 25 days after the bids were received and is a justifiable reason for an extension of 5 calendar days. The calendar day count on this project was started June 6, 1966. The contractor could not commence work at this time because utility companies were performing their adjustment work and utilizing the contract area. The contractor was able to start work July 11, 1966; however, utility companies continued their operations, delaying the contractor until July 23. The period from June 6 to July 11 justifies an extension of 35 calendar days according to the General Special Provisions. During the period from July 11 to July 23, 14 calendar days, the contractor was prevented from realizing full production and approximately half of this time or 7 calendar days is a reasonable extension.

An order for altering the railroad crossing was received from the Public Utilities Commission and Portland Traction Company on October 8, 1966. This change was requested because Portland Traction Company could not have obtained the proper warning lights for several months after the project was to be completed. Alternate materials for this crossing were received by Portland Traction Company on November 2, 1966. Work on the railroad crossing began November 4, at which time only minor contract work remained to be done. The railroad work was completed November 22, 1966. The contractor was performing other concurrent work of a minor nature from November 4 through November 12 so an extension of half this time is justified, 4 calendar days. The remaining period from November 13 through November 22 represents a delay for which the entire period is a justifiable reason for an extension, 10 calendar days.

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DEC 30 1966
OFFICE OF

The above reasons justify an extension of 61 calendar days. The project was completed November 28, 1966 at which time 51 calendar days in excess of those allowed had been used. We recommend that the calendar days be increased to 176. This will eliminate all liquidated damages. This is a Federal-aid Secondary Urban project and does not require the Bureau of Public Roads concurrence.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

DES:rw

Attach.

cc: L. H. Young

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6830 Contractor Porter W. Yett Co.

Highway FAS 639 (S.E. Foster Road)

Section S.E. 102nd Ave.-S.E. 125th Ave.

Kind of Work Grading & Stone Base

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED**. The reasons for such recommendation are as follows:

Delay in mail contract forms justifies 5 calendar days. Utility delays justify 42 calendar days. Railroad crossing alteration delays ordered by PUC justify 14 calendar days.

Recommended for Approval:

Asst. Division Engineer

for Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6830 |
| Project designation | SU 545 (1) State-Federal |
| Date awarded | May 12, 1966 |
| Work started | July 11, 1966 |
| Per cent completed | 100%, Nov. 28, '66 Date |
| No. of Workdays Allowed | 125 |
| No. of Workdays Used | 176 |
| No. of Added Workdays Requested | 51 |

E—820 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 1, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar from 125 days to 176 days, within which to complete our Contract No. 6830, without the assessment of liquidated damages. The said contract is described as follows:
Multnomah County, Section: S. E. 102nd to S. E. 125th, Highway: F.A.S. 639 (S.E.Foster Road) Grading and Stone Base

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: 1. Beginning Date of Calendar Day Count-June 6, 1966.
June 6th to July 11th Incl.-36 Cal. Days-No work could be done ~~in~~ due to clearing & grubbing operations-also no utilities had completed their relocations.
2. Date our work commenced-July 12, 1966
July 12th to July 25th Incl.-14 Cal. Days-Work could not proceed at normal pace due to utilities still to be relocated.
3. In addition at least 7 Cal. Days delay was caused by Railroad's indecision on their grade crossing levels.

Respectfully submitted,

PORTER W. YETT COMPANY
Contractor

By Porter W. Yett Jr
President

---

## CONSENT OF SURETY

Date DEC 1 1966, 19

We, GENERAL INSURANCE CO. OF AMERICA

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Richard N. Mahle
Attorney-in-fact
RICHARD N. MAHLE (SEAL)

Robert I. Down
Resident Agent
ROBERT I. DOWN AGENT

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SU-545(1)
6 8 20

## TIME EXTENSIONS APPROVED BY HIGHWAY COMMISSION 1-31-67

### Construction Division Federal-aid Contracts

| Agenda No. | Contract No. | Section | Extension Granted: Penalty Days | Amount | B.P.R. Participation |
|---|---|---|---|---|---|
| 3 | 6830 | SE 102nd Avenue-SE 125th Ave. (grading) | 51 | $5,100 | All (secondary) |
| 4 | 6831 | " " " " (paving) | 41(1) | 2,050 | All (secondary) |
| 12 | 6578 | Azalea-Glendale Junction | 5(2) | 1,500 | All |
| 13 | 6665 | Rink Creek-Glen Aiken Creek | 97(3) | 19,400 | All |

(1) On first phase only

(2) Extension is to 12-17-66 and includes a "stop work" period 10-2-66 to 12-15-66, not counted as penalty time. Time extension involves non-participating work, but BPR concurred in all of the time extension.

(3) Extension is to 12-21-66. One of the reasons was a non-participating added section but BPR concurred in all of the time extension.

cc: F.B. Klaboe
L.H. Young
C.H. Maison
J.A. Bend

JAB:sg
2-7-67

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FEB 10 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| | SECTION: SE 102nd Ave. SE 125th Ave. | WEEK ENDING: 12-3-66 |
| | | SECTION PREFIX: 526-1069 |
| | HIGHWAY: | COUNTY: Multnomah |
| NAME OF JOB: FAS 639(Foster Road) | KIND OF WORK: Grading & Stone Base | |
| CONTRACTOR: Porter W. Yett Co. | CONTRACT NUMBER: 6830 | FEDERAL AID PROJECT NUMBER: SU 545 (1) |
| DATE OF CONTRACT: May 12, 1966 | DATE WORK STARTED: July 11, 1966 | ESTIMATED COMPLETION DATE: November 28, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN. 2 SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 125 | CALENDAR DAYS USED 176 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 133% |
| PROJECT AUTHORIZATION: $190,106.66 | ENGINEERING AUTHORIZATION: $5,239.30 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 94% |
| EXCLUSIVE OF ENGINEERING: $184,867.36 | ENGINEERING COST TO DATE: $0 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 91% |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $184,469.12 | PERCENT OF AUTHORIZATION: 0% | DATE PROJECT WAS COMPLETED: Nov. 28, 1966 |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 % | | |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| | 100% | 100% | 100% | | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 1.17 | 1.17 | | | |
| MILES PARTIALLY COMPLETED | 1.17 | 1.17 | | | |
| MILES COMPLETED | 1.17 | 1.16 | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 24020 | 42580 | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | 24020 | 43956 | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 21000 | 43956 | | | |
| AVERAGE DAILY QUANTITIES | 0 | 100 | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | 0 | 0 | | | |
| NUMBER OF SHIFTS PER DAY | 1 | 1 | | | |
| HOURS PER SHIFT | 8 | 8 | | | |

EQUIPMENT USED DURING THE WEEK:

1 loader, 1 grader, 2 trucks.

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Fair | | | |
| MONDAY | " | | | |
| TUESDAY | " | | | |
| WEDNESDAY | showers | | | |
| THURSDAY | " | | | |
| FRIDAY | " | | | |
| SATURDAY | " | | | |

Routing
Bond
Barbee
Walker
Glenn
Swan
Peeso
Gibson

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DEC 1966
CONSTRUCTION
DIVISION

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | No Work. |
| MONDAY | Placed sidewalk rock at railroad crossing.<br>Project completed. |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

**REMARKS**

SIGNED M.W. Whitfield LOCATION _____

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

STATE COPY

6/9/66

Form Approved; Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO.

RECEIVED
JUN 9 1966

PROJECT REPORT NO.

FOR FILING

FORM PR-2
(REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

6-9-66

STATE: Oregon

COUNTY: Multnomah

PROJECT NO.: SU-545(1)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

102nd Ave. - S.E. 125th Ave. Section, S.E. Foster Road.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 1-17-66 | 1.113 |
| OTHER (Specify) | | |

FUNDS — Pro Rata 63.51

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 268,103 | $ 169,000.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M Klabo

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L.F. Becklund, Administrative Manager

Date executed by Division Engineer JUN 9 1966

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE



USCOMM-DC 26854-P66

Oregon State Highway Department

Federal-Aid
Project No. SU-545(1)

102nd AVE. - S.E. 125th AVE. SECTION OF

S.E. FOSTER ROAD (FAS 639) IN MULTNOMAH COUNTY

Project Agreement Estimate.

Salem, Oregon, May 26, 1966

Type Code 2010
Grading and Stone Base (Sta.-0+60 to Sta. 58+25) Contract No. 6830

| | | | |
|---|---|---|---|
| Special Inlet Removal | 6 only | $ 30.00 | $ 180.00 |
| Removal of Miscellaneous Concrete and Masonry | 25 cu.yds. | 6.00 | 150.00 |
| Removal of Curbs | 486 lin.ft. | .20 | 97.20 |
| Removal of Concrete Pavement | 315 sq. yds. | 1.50 | 472.50 |
| Removal of Walks and Driveways | 975 sq.yds. | .75 | 731.25 |
| Removal of Catch Basins | 14 only | 10.00 | 140.00 |
| Removal of Underground Gas Tank | All Required | | 400.00 |
| General Excavation, Unclassified | 22,270 cu.yds. | .73 | 16,257.10 |
| Finishing Roadbed and Slopes | All Required(96%) | | 1,440.00 |
| Trench Excavation | 695 cu.yds. | 2.50 | 1,737.50 |
| 1½" - 3/4" Special Stone Backfill | 24 cu.yds. | 6.00 | 144.00 |
| Watering | 1,150 M-gals. | 2.50 | 2,875.00 |
| Stone Base | 34,780 tons | 2.23 | 77,559.40 |
| 3/4"- 0 Material in Base | 3,610 tons | 2.75 | 9,927.50 |
| 3/4"- 0 Material in Footpath | 1,110 tons | 2.75 | 3,052.50 |
| 3/8" -0 Material in Footpath | 370 tons | 6.00 | 2,220.00 |
| 1/2" - 1/4" Aggregate in Prime Coat | 510 cu.yds. | 6.00 | 3,060.00 |
| RC-800 Asphalt in Prime Coat | 77 tons | 46.00 | 3,542.00 |
| Class "A" Concrete in Walls | 60 cu.yds. | 60.00 | 3,600.00 |
| Concrete Steps | 200 lin.ft. | 4.00 | 800.00 |
| Reinforcement in Walls and Steps | 4,900 lbs. | .15 | 735.00 |
| 8" Storm Sewer Pipe | 1,006 lin.ft. | 3.10 | 3,118.60 |
| 12" Storm Sewer Pipe | 140 lin.ft. | 4.20 | 588.00 |
| 15" Storm Sewer Pipe | 350 lin.ft. | 6.00 | 2,100.00 |
| 18" Storm Sewer Pipe | 470 lin.ft. | 7.00 | 3,290.00 |
| 8" Flap Gates | 6 only | 90.00 | 540.00 |
| 18" Flap Gates | 1 only | 90.00 | 90.00 |
| Concrete Manholes | 4 only | 250.00 | 1,000.00 |
| Concrete Sumps | 16 only | 260.00 | 4,160.00 |
| Concrete Inlets, Type "G" | 18 only | 75.00 | 1,350.00 |
| Concrete Inlets, Type "GB" | 16 only | 80.00 | 1,280.00 |
| Concrete Curbs | 395 cu.yds. | 33.00 | 13,035.00 |
| Concrete Driveways | 1,330 sq.yds. | 4.00 | 5,320.00 |
| Concrete Walks and 4" Concrete Surfacing | 774 sq.yds. | 3.00 | 2,322.00 |
| Receptacle Box Post | 480 lin.ft. | 1.50 | 720.00 |
| | | | $168,034.55 |
| Flagging (57½% of Contractor's Cost | All Required | | 1,000.00 |
| | Subtotal | | 169,034.55 |
| | 10% Engr. and Cont. | | 16,903.45 |
| | Total | | $185,938.00 |

Length of Roadway 1.113 Miles
Roadway Cost per Mile $167,060.20

Type Code 6201
Paving (Sta. - 0+60 to Sta. 58+25) (Contract No. 6831)

| | | | |
|---|---|---|---|
| 3/4" - 0 Material in Shoulders | 130 tons | $ 3.35 | $ 435.50 |
| RS-1 Asphalt in Tack Coat | 5.8 tons | 50.00 | 290.00 |
| Class "B" Asphalt Concrete | 12,000 tons | 5.97 | 71,640.00 |
| Class "C" Asphalt Concrete | 216 tons | 7.85 | 1,695.60 |
| Setting Monument Boxes | 9 only | 15.00 | 135.00 |
| | | | $ 74,196.10 |
| Flagging (57½% of Contractor's Cost) | All Required | | 500.00 |
| | Subtotal | | $ 74,696.10 |
| | 10% Engr. & Cont. | | 7,468.90 |
| | Total | | $ 82,165.00 |

Length of Roadway 1.113 Miles
Roadway Cost per Mile $73,823.00

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds | County Funds |
|---|---|---|---|---|
| Grading | $185,938.00 | $117,000.00 | $ 34,469.00 | $ 34,469.00 |
| Paving | 82,165.00 | 52,000.00 | 15,082.50 | 15,082.50 |
| Total | $268,103.00 | $169,000.00 | $ 49,551.50 | $ 49,551.50 |

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Main: Chap. 529, Laws 1939.

## S.E. 102nd AVE. - S.E. 125th AVE. SECTION

### STATE WORK

Grading and Stone Base (Contract No. 6830)

| | | | |
|---|---|---|---|
| Removal of Miscellaneous Concrete and Masonry | 5 cu.yds. | $ 6.00 | $ 30.00 |
| Removal of Concrete Pavement | 160 sq.yds. | 1.50 | 240.00 |
| General Excavation, Unclassified | 1,750 cu.yds. | .73 | 1,277.50 |
| Finishing Roadbed and Slopes | All Required (4%) | | 60.00 |
| Watering | 20 M-gals. | 2.50 | 50.00 |
| Stone Base | 3,560 tons | 2.23 | 7,938.80 |
| 3/4" - 0 Material in Base | 630 tons | 2.75 | 1,732.50 |
| 3/4" - 0 Material in Footpath | 30 tons | 2.75 | 82.50 |
| 3/8" - 0 Material in Footpath | 10 tons | 6.00 | 60.00 |
| 1/2" - 1/4" Aggregate in Prime Coat | 20 cu.yds. | 6.00 | 120.00 |
| RC-800 Asphalt in Prime Coat | 3 tons | 46.00 | 138.00 |
| 8-inch Storm Sewer Pipe | 14 lin.ft. | 3.10 | 43.40 |
| Concrete Inlets, Type "GB" | 2 only | 80.00 | 160.00 |
| Concrete Curbs | 15 cu.yds. | 33.00 | 495.00 |
| Concrete Driveways | 50 sq.yds. | 4.00 | 200.00 |
| Concrete Walks and 4" Concrete Surfacing | 76 sq.yds. | 3.00 | 228.00 |
| Receptacle Box Post | 20 lin.ft. | 1.50 | 30.00 |
| | | | $ 12,885.70 |

Paving (Contract No. 6831)

| | | | |
|---|---|---|---|
| 3/4" - 0 Material in Shoulders | 20 tons | 3.35 | $ 67.00 |
| RS-1 Asphalt in Tack Coat | 0.2 tons | 50.00 | 10.00 |
| Class "B" Asphalt Concrete | 600 tons | 5.97 | 3,582.00 |
| Class "C" Asphalt Concrete | 4 tons | 7.85 | 31.40 |
| | | | $ 3,690.40 |

RECEIVED
JUN 27 1966
FOR FILING

14-5451(1)
6830

3P

Bid
Apr 28

May 12, 1966

Porter R. Yett Company
6500 N. E. Ainsworth Street
Portland, Oregon 97218

Gentlemen:

The State Highway Commission on May 9, 1966, accepted your proposal for grading and stone base on the S. E. 102nd Avenue-S. E. 129th Avenue Section of FAS 639 (Foster Road) in Portland, Multnomah County for the sum of $180,920.25 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6830.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: Frank Morgan
L. N. Young
C. D. Matthis (SIAC)
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

RECEIVED
MAY 4 - 1966
FOR FILING
SU-545(1)
6830

MISC. CONTRACTS and
AGREEMENTS No. 4062

May 3, 1966

Board of County Commissioners
Multnomah County
Courthouse
Portland, Oregon

Gentlemen:

We are enclosing for your records a fully executed copy of a Finance-Construction Agreement covering S.E. 102nd Avenue-S.E. 125th Avenue section of FAS 639 in Multnomah County.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

RECEIVED
MAY 26 1966

Form 60-121
(11-63)
(Prev. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

FOR [illegible]

SU-545(1)

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. W. Parsons, Division Engineer
Salem, Oregon

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: April 4, 1966

In reply refer to: 08-35-EC

SUBJECT: Oregon Projects SU-545(1) and SU-546(1)
SE. Foster Road and SE. 162nd Avenue
Secondary Road Plan Evaluation

Mr. Young's February 17, 1966 letter requested approval of several exceptions to your minimum design standards which resulted from our field evaluation of the design phase on the subject projects.

Actually there was a misunderstanding involved. Our July 7, 1965 memorandum approved inclusion of the projects in the program based on AASHO standards in accordance with the conditional approval of your Plan by our Administrator dated March 11, 1964. Though our March 23, 1966 memorandum has superseded this conditional approval, the particular projects should be carried forward based on AASHO standards.

Under AASHO standards the traffic lanes could be 11 feet, the parking lanes could be 10 feet, and the median width 14 feet or a total roadway width of 78 feet rather than 76 feet. A 40 mph design speed also would be most appropriate for these projects. Consequently, in effect, the only substandard feature appears to be the 12-foot median. We are approving this exception to the AASHO design standards based on the justification you have furnished.

Conf Morgan

4-8-66
REFERRED TO
Young
BY ASST. STATE HWY. ENGR.

?

RECEIVED
APR 5 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR [illegible] 1966
OFFICE OF ENGINEERING
[illegible]

NOTED
R N CHASE

Chase

Taken care of Conf

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 17 1966
FOR FILING

February 17, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., NE
Salem, Oregon

Project SU-545(1)
102nd Ave.-125th Ave. Section
Project SU-546(1)
E. Burnside-S.E. Division Section Sc. Rd. file

ATTENTION: Mr. H. A. Schell

Dear Sir:

Mr. Schell and Mr. Bryant held meetings on January 27 and 31 with Mr. Keasey of the Highway Department, Mr. Brown and Mr. Whitfield of Multnomah County for investigation into the design-phase of Project SU-545(1), 102nd Ave.-125th Ave. Section. The following items were found to be substandard:

Item 1. The designated 8 foot parking or shoulder lanes instead of 10 foot minimum.

Item 2. The vertical curve at Station 43+50 which has a stopping sight distance of 294 feet for a maximum speed of 43 MPH instead of Required 350 foot minimum.

Item 3. A grade of 5.14% which is slightly in excess of the 5% maximum.

We are forwarding a copy of Mr. Whitfield's letter of Feb. 4, 1966, in justification of these substandard features. Based on this justification we request a waiver of the minimum standards and your approval of the substandard items as set forth above for Project SU-545(1).

We are also submitting a copy of a letter from Mr. Hill of Multnomah County dated February 10, 1966 in justification for the substandard 8 foot parking or shoulder lanes on Project SU-546(1), E. Burnside-S.E. Division Section. Based on this information we request a waiver of the minimum standards of 10 foot shoulder area and your approval of the 8 foot parking or shoulder area.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:ed
cc: F. D. Morgan
H. S. Cox
R. N. Chase

MEMO TO R. H. CHASE

RE: 102nd Avenue-125th Avenue Section
FAS 639, Multnomah County

There are three items on this section which are considered to be sub-standard. These variances are covered in the attached letter signed by M. W. Whitfield, Assistant Construction Engineer for Multnomah County. With regard to the 8-foot shoulder areas, it is noted that although this width does not conform to the 10-foot width in the approved standards, the median strip is 4 feet wider than required by the standards. The County will be advised that the roadway may be striped for four 12-foot travel lanes, two 10-foot shoulder areas, and an 8-foot median which is a design meeting the approved standards.

The other two items refer to a vertical curve at Station 43+50 and a section of 5.14% grade. These variances are explained satisfactorily in Mr. Whitfield's letter. A copy of a letter signed by Mr. C. T. Keasey, Assistant Division Engineer, is also attached.

RE: Division Street-Burnside Road Section
FAS 728, Multnomah County

The typical section for the above section also shows 8-foot shoulder areas similar to the above section of FAS 639. Total width from curb to curb is sufficient for striping to approved standards and the County will be advised. A copy of a letter signed by Spencer H. Hill, Assistant Construction Engineer for Multnomah County, and a copy of a letter signed by C. T. Keasey are attached.

V. R. Jones, Planning Engineer
County and City Division

VRJ:mm
February 16, 1966

cc: F. D. Morgan

This not enclosed To BPR all else sent over.
RHC

FORM 2-350 (10M 7-65) GPO 6470-726

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97202
February 14, 1966

SUBJECT:

102nd Ave.-125th Ave. Section
FAS 639, S.E. Foster Road
Multnomah County FAS-C Project

To:

Mr. F. D. Morgan
Construction Engineer
Salem

As a result of the recent (January 27th and 31st, 1966) investigation into the design phase of federal aide secondary county road projects in Multnomah County, there were three items found which do not meet our current design standards for Class A4 highways. These items were: 1. 8-foot shoulders or parking lane instead of 10-foot; 2. stopping sight distance on the vertical curve at Station 43=50, and; 3. a grade of 5.14% instead of the specified maximum 5%. (BPR)

Since Multnomah County does their own design work on these sections more or less according to our design standards, I asked their resident engineer to prepare justification for non-compliance with the standards as outlined above. A copy of M. W. Whitfield's letter is attached requesting that these three deviations from the standards be permitted, and after review, I recommend that they be allowed.

L. W. Rulien
Division Engineer

by

C. T. Keasey
Assistant Division Engineer

CTK:fo
Enc.

To City, County
who will forward
to Hwy Eng for submission
to B.P.R. with request for approval
Ken 2-16-66

COMMISSIONERS
[illegible] JORDON
[illegible] ECCLES
W. JAMES GLEASON

COUNTY OF MULTNOMAH
BOARD OF COUNTY COMMISSIONERS

PAUL C. NORTHROP
ROADMASTER AND ENGINEER

DIVISION OF ROADS AND BRIDGES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
227-6411

February 4, 1966

Mr. C. T. Keasey, Assistant Division Engineer
Oregon State Highway Department
Sellwood Station
Portland, Oregon

RE: B.P.R. Investigation of 102nd Ave. to 125th Ave. Section of F.A.S. 639 - S. E. FOSTER ROAD Design.

Dear Mr. Keasey:

As a result of a meeting held January 27 and 31, 1966 regarding an investigation into the design-phase of the subject project conducted by Mr. Shell and Mr. Bryant of the Bureau of Public Roads, and attended by yourself, Mr. Brown and Mr. Whitfield of Multnomah County, three items were found not to comply with F.A.S. road regulations.

The first item was the typical section which is less than minimum design standard for F.A.S. projects, because of the designated 8-ft. parking or shoulder lanes. Multnomah County, since 1957, has designed and constructed eight Federal Aid Projects with similar sections, and has experienced no difficulty whatsoever resulting from the use of 8-ft. parking lanes, even in highly developed commercial areas. Con tributing factors are speeds of 35 MPH to 45 MPH established by the Oregon State Highway Department, and off-street parking requirements imposed on new commercial developments.

The second item was a vertical curve at Station 43 + 50 of the plans, which has a stopping sight distance of 294 feet for a maximum speed of 43 MPH, slightly less than regulations required for this type of road. In our opinion, the adjoining terrain dictated that we use this grade design. The alteration of the grade to comply with a 350-foot stopping sight distance would eliminate the use of at least one residential driveway, and steepen and/or lengthen two additional driveways whose grades are already critical. Also to be considered are additional construction costs required in increasing quantities for retaining walls, steps, driveways, excavation, and concrete pavement removal, which are not now required. Of major importance

in deciding this issue is the fact that no street with this design in Multnomah County is posted for more than 45 MPH and with a similar population density for more than 40 MPH.

Third item of non-compliance involves a grade of 5.14% which has been projected over the existing grade to coincide with the adjacent property and to utilize the existing concrete road for base purposes. Alteration of this grade to coincide with regulations, in our opinion, would have an adverse affect on adjoining property in that greater cuts or fills would be required in an area already faced with severe slope conditions for a residential street.

We ask that the three aforementioned deviations for F.A.S. requirements be waived and that we be granted Federal and State participation in this project.

The other errors, omissions, and alterations brought to our attention during this investigation will be changed on the plans to conform to your recommendations.

Very truly yours,

P. C. NORTHROP
County Engineer & Roadmaster

By M. W. Whitfield
M. W. WHITFIELD, Assistant
Construction Engineer

MWW:ct

ENGINEERING RECEIVED
FEB 7 1966
NOTED D.E. A.D.E. O.E. T.E.

SU-545(1) S.E. 102nd Ave.-S.E. 125th Ave. Sec., FAS 639 (Foster Rd.) (Paving) 1966

#6831

RECEIVED
SEP 5 - 1967
FOR FILING
SLL-545(1)
6831

September 5, 1967

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6831 awarded to Oregon Asphaltic Paving Co., for paving on the S. E. 102nd Avenue-S. E. 125th Avenue Section of FAS 639 (S. E. Foster Road) in Multnomah County was completed on June 29, 1967, and accepted by the Highway Commission on September 1, 1967.

Final payment in the amount of $3,894.33 will be released to the contractor after September 12, 1967. The total contract amount is $67,237.52 including $202.34 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

win

cc Oregon Asphaltic Paving Co.
1220 S. E. 190th Avenue
Portland, Oregon

bc L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
SEP 1 - 1967
FOR FILING

SU-545(1)
4831

September 1, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed June 29, 1967, on Contract No. 6831. The contract was with Oregon Asphaltic Paving Company and was for paving on the S. E. 102nd Avenue-S. E. 125th Avenue Section of S. E. Foster Road (FAS639) in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 1, 1967, and that you concur in this procedure at the Commission meeting on October 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
L. . Rulien

srb fn

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

SE 102nd Ave.
SE 125th Ave.

HIGHWAY

WEEK ENDING: 7-1-67

SECTION PREFIX: 526-1070

COUNTY: Multnomah

NAME OF JOB: FAS 639 (Foster Road)

KIND OF WORK: Paving

CONTRACTOR: Oregon Asph. Paving Co.

CONTRACT NUMBER: 6831

FEDERAL AID PROJECT NUMBER: SU 545 (1)

DATE OF CONTRACT: May 12, 1966

DATE WORK STARTED: 10-28-66

ESTIMATED COMPLETION DATE: 6-29-67

AVERAGE FORCE ON PROJECT FOR THE WEEK
MEN 5 SUPERVISION 1

SPECIFIED WORK DAYS

SPECIFIED CALENDAR DAYS 400

SPECIFIED COMPLETION DATE

WORK DAYS USED

CALENDAR DAYS USED 389

PERCENT OF TIME ELAPSED 92%

PROJECT AUTHORIZATION $81,913.89

EXCLUSIVE OF ENGINEERING $79,656.36

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $79,656.36

ESTIMATED PERCENT OVERRUN / UNDERRUN 0 %

ENGINEERING AUTHORIZATION $2,257.53

ENGINEERING COST TO DATE $0

PERCENT OF AUTHORIZATION 0 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100%

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 97%

DATE PROJECT WAS COMPLETED: 6-29-67

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L PROD | | |
|---|---|---|---|---|---|---|---|
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
| MILES IN PROJECT | | | | | | | 1.17 |
| MILES PARTIALLY COMPLETED | | | | | | | 1.17 |
| MILES COMPLETED | | | | | | | 1.17 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | | | 12,820 |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | | | 12,820 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | | | 12,000 |
| AVERAGE DAILY QUANTITIES | | | | | | | 100 |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | 0 |
| NUMBER OF SHIFTS PER DAY | | | | | | | 1 |
| HOURS PER SHIFT | | | | | | | 8 |

EQUIPMENT USED DURING THE WEEK

1 Truck 1 Roller

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Fair | | | Routing |
| MONDAY | " | | | Morgan, Decker, Bond, Barbee, Walker, Glenn, Swan, Rowe, Murdock, Trout, Scott, Wills, Litchfield, Olsen |
| TUESDAY | " | | | |
| WEDNESDAY | " | | | |
| THURSDAY | " | | | |
| FRIDAY | " | | | |
| SATURDAY | " | | | |

RECEIVED
JL 6 1967
CONSTRUCTION
DIVISION

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | No Work |
| MONDAY | No Work |
| TUESDAY | No Work |
| WEDNESDAY | Feathering Intersections |
| THURSDAY | Feathering end of project. Project Completed |
| FRIDAY | |
| SATURDAY | |

**REMARKS**

SIGNED M.W. Whitfield LOCATION _____

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
MAR 1 - 1967

SU-E45 (1)
6831

#4

February 1, 1967

Oregon Asphaltic Paving Company
1220 S.E. 190th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting on January 31 considered your request for an extension of time on Contract No. 6831 on the S.E. 102nd Avenue-S.E. 125th Avenue Section on FAS 639 in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission increased the specified number of calendar days to 181 on the first phase of the project concerning the base course paving.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc L.W. Rulien
Multn. Co. Engineer
L.H. Young
F.D. Morgan
C.H. Malsom

RECEIVED
JAN 6 - 1967
FILING
Su-545(.)
6831

January 5, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 4
January 31, 1967 meeting

Gentlemen:

Oregon Asphaltic Paving Company, contractor on the S. E. 102nd Avenue-S. E. 125th Avenue Section of FAS639 (Foster Road) in Multnomah County, Contract No. 6831, requests an increase in the number of calendar days from 140 to 181 on the first phase of the project which required that the base course paving be completed in 140 days. The contractor's request is based on the nonavailability of the paving work area because of grading operations being performed under a separate contract, No. 6830.

There was a delay in mailing the contract forms to the contractor in excess of the amount specified in the standard specifications, and this delay justifies an extension of five calendar days.

There was a 31-day delay in completion of the grading contract which did in turn delay the paving work. The first phase paving was actually completed only six days after the grading contract completion.

I recommend that the specified number of calendar days on the first phase only be increased to 181. This will eliminate all liquidated damages incurred to date.

This matter will be on the agenda for your consideration at the January 31 meeting.

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. W. Rollen

Very truly yours,

Forrest Cooper
State Highway Engineer

JAB/DES:sg bg

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6831 Contractor Oregon Asphaltic Paving Company

Highway FAS 639 (S.E. Foster Road)

Section S.E. 102nd Ave.-S.E. 125th Ave.

Kind of Work Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ or **GRANTED.** The reasons for such recommendation are as follows:

**Delay caused by grading contractor not completing work under contract 6830 justifies the required extension.**

Recommended for Approval:

Division Engineer

For Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6831 |
| Project designation | SN-445 (1) |
| Date awarded | May 12, 1966 State-Federal |
| Work started | October 28, 1966 |
| Per cent completed | 55% Dec. 23, 1966 Date |
| No. of Workdays Allowed | 181 +22 (Base Contract) |
| No. of Workdays Used | 42 |
| No. of Added Workdays Requested | |

E—320 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date Dec. 8, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 140 days to 181 days, within which to complete our Contract No. 6831, without the assessment of liquidated damages. The said contract is described as follows: **Paving the SE 102nd Ave.-SE 125th Ave. Section of FAS 639 (SE Foster Rd) in Multnomah County.**

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: **Due to the grading contractor being unable to complete the area for paving until Nov. 26, 1966, we were unable to finish the project within the required calendar day count. Our work was completed as of December 3, 1966. The time lapse between Nov. 26th & Dec. 3rd is only seven days as opposed to the 15 day differential alloted on the original calendar day count between the grading and completion of the base course.**

Respectfully submitted,

Oregon Asphaltic Paving Co.
Contractor

By J. C. Emerson Secretary

---

## CONSENT OF SURETY

Date Dec 8 1966, 19

We, GENERAL INSURANCE CO. OF AMERICA

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Richard N. Mahle
Attorney-in-fact

RICHARD N. MAHLE (SEAL)

ROBERT T. DOWNEY, AGENT

FORM E-30 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1966

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

SUBJECT: Extension of Time
S.E. 102 Avenue-S.E. 125 Avenue
FAS 639 Foster Road
Contract No. 6831

Attached is a request from Oregon Asphaltic Paving Company, contractor on the subject contract, for an increase in the number of calendar days from 140 to 181. The contractor's request is based on the non-availability of the work area for paving due to the grading operations being performed by another contractor under a separate contract, No. 6830.

This contract has two calendar day work counts. The first allows 140 calendar days to complete the base course of the asphaltic concrete pavement. This request covers only the first completion time limit of 140 calendar days. (All work is to be completed in 400 days)

Bids for this contract were received April 28, 1966. The contract was awarded May 12, but the contract forms were not mailed until May 23. This is 25 days from the date bids were received and justifies an extension of 5 calendar days.

The grading contractor on contract 6830 did not complete his grading work until November 26, 1966 and did not complete his contract until November 28, 1966. His delay was occasioned by utility adjustments and a change in railroad crossing construction features, none of which were his fault. The paving contractor started work October 28, 1966 with a part of his contract. He could not realize full production until November 26, 1966, but completed paving the base course on December 3, 1966 at which time 181 calendar days had been charged against the project. If the grading contractor had completed his work within the specified limit, the paving contractor would have met his specified limit. This is obvious since the paving contractor actually completed his base course paving in 37 days, 6 days after the grading contract was completed. The original completion time limits had a differential of 15 calendar days.

We therefore recommend that the specified number of calendar days for the first specified calendar day count be increased to 181. This will eliminate all of the liquidated damages which have accrued for the base course paving portion of the contract. This is a Federal-aid Secondary Urban project and does not require Bureau of Public Roads concurrence.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

DES:rw

Attach.

cc: L. H. Young

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6831 Contractor Oregon Asphaltic Paving Company

Highway FAS 639 (S.E. Foster Road)

Section S.E. 102nd Ave.-S.E. 125th Ave.

Kind of Work Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

Delay caused by grading contractor not completing work under contract 6830 justifies the required extension.

Recommended for Approval:

Division Engineer

For Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6831 |
| Project designation | SU-545 (1) State-Federal |
| Date awarded | May 12, 1966 |
| Work started | October 28, 1966 |
| Per cent completed | 55% Dec. 23, 1966 Date |
| No. of Workdays Allowed | 400 |
| No. of Workdays Used | 181 ~~135~~ (Base Course) |
| No. of Added Workdays Requested | 41 |

E—320 (Rev.)—SM—10-57

RECEIVED
DEC 12 1966
DIVISION

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

**Date** Dec. 8, **19**66

**Gentlemen:**

**We, the undersigned, respectfully request an increase in the number of workdays from** 140 **days to** 181 **days, within which to complete our Contract No.** 6831, **without the assessment of liquidated damages. The said contract is described as follows:** Paving the SE 102nd Ave.-SE 125th Ave. Section of FAS 639 (SE Foster Rd) in Multnomah County.

**The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:** Due to the grading contractor being unable to complete the area for paving until Nov. 26, 1966, we were unable to finish the project within the required calendar day count. Our work was completed as of December 3, 1966. The time lapse between Nov. 26th & Dec. 3rd is only seven days as opposed to the 15 day differential alloted on the original calendar day count between the grading and completion of the base course.

**Respectfully submitted,**

Oregon Asphaltic Paving Co.
Contractor

By J. C. Knutsen Secretary

---

**CONSENT OF SURETY**

**Date** DEC 8 1966, **19**

**We,** GENERAL INSURANCE CO. OF AMERICA

, **as**

**surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.**

Richard N. Mahle
Attorney-in-fact

RICHARD N. MAHLE **(SEAL)**

Resident Agent

ROBERT I. DOWNEY, AGENT

TIME EXTENSIONS APPROVED BY HIGHWAY COMMISSION 1-31-67

Construction Division Federal-aid Contracts

| Agenda No. 31 | Contract No. | Section | Extension Granted: Penalty Days | Amount | B.P.R. Participation |
|---|---|---|---|---|---|
| 3 | 6830 | SE 102nd Avenue-SE 125th Ave. (grading) | 51 | $5,100 | All (secondary) |
| 4 | 6831 | " " " " (paving) | 41(1) | 2,050 | All (secondary) |
| 12 | 6578 | Azalea-Glendale Junction | 5(2) | 1,500 | All |
| 13 | 6665 | Rink Creek-Glen Aiken Creek | 97(3) | 19,400 | All |

(1) On first phase only

(2) Extension is to 12-17-66 and includes a "stop work" period 10-2-66 to 12-15-66, not counted as penalty time. Time extension involves non-participating work, but BPR concurred in all of the time extension.

(3) Extension is to 12-21-66. One of the reasons was a non-participating added section but BPR concurred in all of the time extension.

cc: F.B. Klaboe
L.H. Young
C.H. Maison
J.A. Bond

JAB:sg
2-7-67

RECEIVED
JUN 27 1966
FOR FILING
AU-5451(1)
6831

3P

May 12, 1966

Bid Apr 28

Oregon Asphaltic Paving Company
1220 S. E. 190th Avenue
Portland, Oregon 97233

Gentlemen:

The State Highway Commission on May 9, 1966, accepted your proposal for paving on the S. E. 102nd Avenue-S. E. 129th Avenue Section of FAS 639 (Foster Road) in Portland, Multnomah County for the sum of $[illegible],886.50 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6831.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Cuery, Secretary
OREGON STATE HIGHWAY COMMISSION

jf
cc: Frank Morgan
L. M. Young
C. D. Matthis
Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

EI-405-8 (13)302 #6832

Grad., pav., struc., sign., traf. signals & illum. on NW Johnson-SW Montgomery Sec. 1967 #3

RECEIVED
JUN 25 1971
FOR FILING

Form FHWA-121 (12-67)

UNITED STATES GOVERNMENT

# Memorandum

I-405-8(13)302
6832

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Box 300
Salem OR 97308

DATE: June 22, 1971

In reply refer to: 08-35.5

TO : Mr. R. L. Porter, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Final Voucher
Oregon Project I-405-8(13)302
N.W. Johnson - S.W. Montgomery Section

Flagging costs on this project have been claimed on the basis of the P.S. & E. estimate of 91% participating and 9% nonparticipating. Our inspection of the project revealed that the project personnel found that the 91%-9% segregation was not realistic. They maintained daily records showing where the flagging was performed and coded accordingly.

Postfinal Estimate No. 39 shows $6,271.69 nonparticipating, $1,040.35 participating, and $4,259.55 nonparticipating State work for total cost of $11,571.59; the amount claimed as participating was $10,530.15, resulting in an overclaim of $9,489.80.

The final voucher is being processed for payment with the $9,489.80 deducted.

Drop to "Engineering" 6-24-71

NOTED
TOM EDWARDS

RECEIVED
JUN 25 1971
OFFICE OF
STATE HIGHWAY ENGINEER

Johnson

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

| | | |
|---|---|---|
| Monthly transaction number: 3-48 | FORM PR-2A (Rev. 10-68) U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION BUREAU OF PUBLIC ROADS | State: Oregon |
| Project report number: 14 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 7-24-70 | County: Multnomah |
| Modification number: 2 | | Project number: I-405-8(13)302 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 11, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 13,292,062 | $ 12,957,772 |
| Federal funds | $ 12,247,980 | $ 11,947,980 |
| Other revisions | | |

This modification is made for the following reasons:

**Decrease in cost by reduction of contract bid item quantities.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 24th day of July, 1970.

Oregon State Highway Division
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

By _____
(Division Engineer)
for R. E. Simpson

Oregon State Highway Division

Federal Aid
Project No. I-405-8(13)302

N.W. JOHNSON-S.W. MONTGOMERY SECTION OF THE

STADIUM FREEWAY IN MULTNOMAH COUNTY

Salem, Oregon, July 21, 1970

Revised Project Agreement Estimate.

Type Code 7221
Roadway (Sta. 396+30 to Sta. 457+95) (Contract No. 6832)

| | | | |
|---|---|---|---|
| Subtotal on previous estimate of July 23, 1968 | | | $7,073,835.77 |
| Previous estimate of June 17, 1966 | | | |
| General Excavation, Unclassified | 1,139,000 cu.yds. | 0.70 | 797,300.00 |
| Plant-Mix Stone Base | 119,700 tons | 3.00 | 397,100.00 |
| Retaining Walls | | | |
| Class "A" Concrete | 31,400 cu.yds. | 53.00 | 1,664,200.00 |
| | | | $2,820,600.00 |
| Present estimate | | | |
| General Excavation, Unclassified | 927,200 cu.yds. | 0.70 | 649,040.00 |
| Plant-Mix Stone Base | 97,500 tons | 3.00 | 292,500.00 |
| Retaining Walls | | | |
| Class "A" Concrete | 29,720 cu.yds. | 53.00 | 1,575,160.00 |
| | | | $2,516,700.00 |
| | Net Decrease | | ( 303,900.00) |
| | Subtotal | | $6,769,935.77 |
| | 10% Engr. & Cont. | | 676,993.25 |
| | Total | | $7,446,929.00 |
| City of Portland Share of Increase In Sewer Pipe Size | All Required | | ( 30,717.00) |
| | | | $7,416,212.00 |

Type Code Y031
Traffic Signals

| | |
|---|---|
| Total same as estimate of June 17, 1966 | $ 16,500.00 |
| Total for structures same as estimate of June 17, 1966 | $5,525,060.00 |

| | |
|---|---|
| Length of Grading & Paving ---------- | 1.168 miles |
| Length of structures ---------- | 0.000 mile |
| Total ---------- | 1.168 miles |
| Cost of roadway per mile ---------- | $6,349,496.56 |

Summary of Funds

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $ 7,416,212.00 | $ 6,849,800.00 | $ 566,412.00 |
| Traffic Signals | 16,500.00 | 15,130.00 | 1,370.00 |
| Structure | 5,525,060.00 | 5,083,050.00 | 442,010.00 |
| Total | $12,957,772.00 | $11,947,980.00 | $1,009,792.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Prefix 626-1076

| Monthly transaction number | FORM R-2A (REV 0-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State: Oregon |
|---|---|---|
| Project report number: 11 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) | County: Multnomah |
| Modification number: 1 | | Project number: I-405-8(13)302 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July 11, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 13,214,055 | $ 13,292,062 |
| Federal funds | $ 12,156,840.00 | $ 12,247,980.00 |
| Other revisions | | |

**Refer to Para. 10 of Project Agreement:**

**Parking regulations and traffic control provisions contained in State-City of Portland agreement approved by Highway Commission on April 13, 1962, and supplements thereto.**

This modification is made for the following reasons:

**Estimate revised to include items previously retained in program status.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 8 day of August, 19 68.

**OREGON STATE HIGHWAY DEPARTMENT**
(Official name of Highway Department)

By Lloyd L. Stowe

**Asst. State Highway Engineer**
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By Glen L. Glenn
(Division Engineer)
For R. E. Simpson

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. I-405-8(13)302

## N.W. JOHNSON-S.W. MACADAM SECTION OF THE STADIUM FREEWAY IN MULTNOMAH COUNTY

Revised estimate as a basis for modification of project agreement to include items previously retained in program status.

Salem, Oregon, July 23, 1968

Type Code 7221
Roadway (Sta. 396+30 to Sta. 457+95) (Contract No. 6832)

| | | |
|---|---|---|
| Previous net roadway amount | | $6,759,729.65 |
| Flagging (60% of Contractor's Cost) | All Required (91%) | 9,100.00 |
| City of Portland, Fire, SFO #1 | All Required | 4,090.66 |
| Portland General Elec., SFO #2 | All Required | 48,025.00 |
| City of Portland, Water, SFO #3, Sup. 1 | All Required | 180,767.68 |
| City of Portland, Water, SFO #3, Sup. 2 | All Required | 1,261.73 |
| City of Portland, Detour Lighting, SFO #4 | All Required | 4,664.35 |
| City of Portland, Traffic, SFO #5 | All Required | 18,703.60 |
| City of Portland, Traffic, SFO #5, Sup. 1 | All Required | 2,607.55 |
| Detour Striping, SFO #6 | All Required | 3,000.00 |
| City of Portland, Traffic, SFO #9 | All Required | 33,675.00 |
| City of Portland, Traffic, SFO #13 | All Required | 6,500.00 |
| Portland General Electric and Pacific NW Bell, SFO #12 | Lump Sum | 1,770.55 |
| | | 314,106.12 |
| | Subtotal | $7,073,835.77 |
| | 10% Engr. & Cont. | 707,383.23 |
| | Total | $7,781,219.00 |
| City of Portland's Share of Increase in Sewer Pipe Size | All Required | (30,717.00) |
| | | $7,750,502.00 |

| | |
|---|---|
| Length of Roadway | 1.168 mile |
| Length of Structures | 0.000 mile |
| Total | 1.168 mile |
| Cost of Roadway Per Mile | $6,635,703.77 |

SUMMARY OF FUNDS

| | | | |
|---|---|---|---|
| Roadway | $ 7,790,502.00 | $ 7,149,800.00 | 600,702.00 |
| Traffic Signals | 16,500.00 | 15,130.00 | 1,370.00 |
| Structures | 5,525,060.00 | 5,083,050.00 | 442,010.00 |
| Total | $13,292,062.00 | $12,247,980.00 | $1,044,082.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1939; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

N.W. JOHNSON-S.W. MONTGOMERY SECTION

I-405-6(13)302

Work by City of Portland Fire Bureau

| | |
|---|---|
| Labor | $ 1,701.68 |
| Material | 2,017.10 |
| Overhead 10% | 372.88 |
| Total Cost to State | $ 4,090.66 |

Portland General Electric
(N.W. Flanders Substation)

| | |
|---|---|
| Const. New Substation Site | $ 12,419.00 |
| Const. New Substation | 27,411.00 |
| Maintain & Const. Temp. Substation | 2,875.00 |
| Remove Old Substation | 258.00 |
| Subtotal | $ 42,963.00 |
| Indirect Expense & Overhead 11.7% | 5,062.00 |
| Total | $ 48,025.00 |

City of Portland, Water
State Force Order #3, Sewer #1

| | |
|---|---|
| Labor | $ 59,653.34 |
| Material | 90,383.84 |
| Equipment | 27,115.15 |
| Engr. & Overhead | 3,615.35 |
| Total | $180,767.68 |

State Force Order #3, Sewer #2, Water

| | |
|---|---|
| Labor and Material | $ 914.30 |
| Engr. & Overhead (15%) | 137.14 |
| Contingencies (20%) | 210.29 |
| Total | $ 1,261.73 |

City of Portland, Bureau Lighting

| | |
|---|---|
| Material | $ 4,418.75 |
| Labor | 3,268.20 |
| Subtotal | $ 7,686.95 |
| Less Salvage | 3,022.60 |
| Total | $ 4,664.35 |

**City of Portland, Traffic**
**State Forces Order #2**

| | |
|---|---|
| Signals | $ 15,703.60 |
| Painting | 1,000.00 |
| Cost of Signs | 2,000.00 |
| Total | $ 18,703.60 |

**State Forces Order #3, Sumn. #1, Traffic**

| | |
|---|---|
| Install and Remove Temporary Signal | $ 2,607.55 |
| Total | $ 2,607.55 |

**City of Portland, Traffic Signals**

| | |
|---|---|
| Labor and Equipment | $ 21,170.00 |
| Material and Misc. | 35,340.00 |
| Subtotal | $ 56,510.00 |
| Salvage Credits | ( 22,835.00) |
| Total | $ 33,675.00 |

**City of Portland, Traffic Signals**

| | |
|---|---|
| Labor | $ 500.00 |
| Material | 12,500.00 |
| Total | $ 13,000.00 |

**Work by P.E.K. and P.E.N. Rail**

| | |
|---|---|
| Replace Pole | $ 1,480.55 |
| Differential Cost | ( 36.00) |
| Transferring Cable | 266.00 |
| Total | $ 1,710.55 |

N.E. JOHNSON-S.W. KNOTTGREEN SECTION

Reimbursement from City of Portland for increase in sewer size size.

Design Size

| | | | |
|---|---|---|---|
| Trench Excavation | 3,057 cu.yd. | $ 5.00 | $15,285.00 |
| 18-inch Sewer Pipe | 788 lin.ft. | 8.00 | 6,304.00 |
| 21-inch Sewer Pipe | 1,016 lin.ft. | 10.00 | 10,160.00 |
| 24-inch Sewer Pipe | 260 lin.ft. | 11.00 | 2,860.00 |
| | | | $34,609.00 |

Size Requested by City of Portland

| | | | |
|---|---|---|---|
| Trench Excavating | 4,910 cu.yd. | $ 5.00 | $24,550.00 |
| 27-inch Sewer Pipe | 248 lin.ft. | 15.00 | 3,720.00 |
| 30-inch Sewer Pipe | 540 lin.ft. | 19.00 | 10,260.00 |
| 36-inch Sewer Pipe | 1,276 lin.ft. | 21.00 | 26,796.00 |
| | | | $65,326.00 |

Credit Due State $30,717.00

(6)

Oregon State Highway Dept.

Federal Aid
Project No. I-405-8(13) 302

N.W. Johnson - S.W. Montgomery Section of the Stadium Freeway in Multnomah County

Revised estimate as a basis for modification of project agreement to include items previously retained in Program status.

Salem, Oregon, 1968

Type Code 7221

Roadway (Sta. 396+30 to Sta. 457+95) (Contract No. 6832)

| | | |
|---|---|---|
| Previous net roadway amount | | #6,759,729.65 |
| skip two lines | | |
| Flagging (60% of Contractors Cost) | All Required (91%) | # 9,100.00 |
| City of Portland, Fire, SFO #1 | All Required | 4,090.66 |
| Portland Gen. Elec., SFO #2 | " " | 48,025.00 |
| City of Portland, Water, SFO #3, Sup. 1 | " " | 180,767.68 |
| " " " , " , SFO #3, Sup. 2 | " " | 1,261.73 |
| City of Portland, Detour Lighting, SFO #4 | " " | 4,664.35 |
| City of Portland, Traffic, SFO #5 | " " | 18,703.60 |
| " " " , " , SFO #5 Sup. 1 | " " | 2,607.55 |
| Detour Striping, SFO #6 | " " | 3,000.00 |

| | | |
|---|---|---|
| City of Portland, Traffic, SFO # 9 | All Required | 33,675.00 |
| " " " , " , SFO # 13 | All Required | 6,500.00 |
| Portland Gen. Electric and Pacific N.W. Bell, SFO # 12 | Lump Sum | 1,710.55 |
| | | $314,106.12 |

| | |
|---|---|
| subtotal | $7,073,835.77 |
| 10% Engr. + Cont. | 707,383.23 |
| Total | $7,781,219.00 |

| | | |
|---|---|---|
| City of Portland's Share of Increase in Sewer Pipe Size | All Required | ( 30,717.00) |
| | | $ 7,750,502.00 |

| | |
|---|---|
| Length of Roadway | 1.168 mile |
| " " Structures | 0.000 " |
| Total | 1.168 " |

Cost of Roadway Per Mile $ 6,635,703.77

## Summary of Funds

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $ 7,750,502.00 | $ 7,149,800.00 | $ 600,702.00 |
| Traffic Signals | 16,500.00 | 15,130.00 | 1,370.00 |
| structures | 5,525,060.00 | 5,083,050.00 | 442,010.00 |
| Total | $ 13,292,062.00 | $ 12,247,980.00 | $ 1,044,082.00 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1939; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

start new sheet

(1)

(3/6) indent

N.W. Johnson - S.W. Montgomery section
I-405-8(13)302

Work by City of Portland Fire Bureau

| | |
|---|---|
| (6) Labor | $ 1,701.68 |
| material | 2,017.10 |
| overhead 10% | 371.88 |
| total cost to state | $ 4,090.66 |

Portland General Electric
(N.W. Flanders Substation)

| | |
|---|---|
| (6) Const. New Substation Site | $ 12,419.00 |
| " " " | 27,411.00 |
| Maintain & Const. Temp. Substation | 2,875.00 |
| Remove Old Substation | 258.00 |
| Subtotal | $ 43,963.00 |
| Indirect Expense + Overhead 11.78% | 5,062.00 |
| Total | $ 48,025.00 |

City of Portland, Water
(3) State Force Order #3 Supp. #1

| | |
|---|---|
| (6) Labor | $ 59,653.34 |
| Material | 70,383.84 |
| Equipment | 27,115.15 |
| Engr. & Overhead | 3,615.35 |
| Total | $180,767.68 |

③ State Force Order # 3 Supp # 2, Water

| | |
|---|---|
| ⑥ Labor and Material | $ 914.30 |
| Engr & Overhead (15%) | 137.14 |
| Contingencies (20%) | 210.29 |
| | $ 1,261.73 |

City of Portland, Detour Lighting

| | |
|---|---|
| ⑥ Material | $ 4,418.75 |
| Labor | 3,268.20 |
| subtotal | $ 7,686.95 |
| Less Salvage | 3022.60 |
| Total | $ 4,664.35 |

City of Portland, Traffic

② State Force Order #5

| | |
|---|---|
| ⑥ Signals | $ 15,703.60 |
| Painting | 1,000.00 |
| Cost of Signs | 2,000.00 |
| Total | $ 18,703.60 |

③ State Force Oreder # 5 supp. # 1, Traffic

| | |
|---|---|
| ⑥ Install and Remove Temporary Signal | $ 2,607.55 |
| Total | $ 2,607.55 |

City of Portland, Traffic Signals

| | |
|---|---|
| (6) Labor and equipment | $ 21,170.00 |
| Material and misc. | 35,340.00 |
| Subtotal | $ 56,510.00 |
| Salvage credits | (22,835.00) |
| | $ 33,675.00 |

City of Portland, Traffic Signals

| | |
|---|---|
| (2) Labor | $ 500.00 |
| Material | 12,500.00 |
| | $ 13,000.00 |

Work by P.G.E. + P.N.W. Bell

| | |
|---|---|
| (6) Replace Pole | $ 1,480.55 |
| Differential Cost | ( 36.00) |
| Transferring Cable | 266.00 |
| | $ 1710.55 |

Separate sheet

N.W. Johnson - S.W. Montgomery section

Reimbursement from City of Portland for increase in Sewer Pipe Size.

| Design Size | | | |
|---|---|---|---|
| Trench Excavation | 2057 cu.yd. | 5.00 | $ 15,285.00 |
| 18-inch Sewer Pipe | 788 Lin.ft. | 8.00 | 6,304.00 |
| 21-inch Sewer Pipe | 1,016 Lin.ft. | 10.00 | 10,160.00 |
| 24-inch sewer Pipe | 260 Lin.ft. | 11.00 | 2,860.00 |
| | | | $ 34,609.00 |

| Size Requested by City of Portland | | | |
|---|---|---|---|
| Trench Excavation | 1,910 cu.yd. | 5.00 | $ 24,550.00 |
| 27-inch sewer Pipe | 248 Lin.ft. | 15.00 | 3,720.00 |
| 30-inch sewer Pipe | 540 Lin.ft. | 19.00 | 10,260.00 |
| 36-inch sewer Pipe | 1,276 Lin.ft. | 21.00 | 26,796.00 |
| | | | $ 65,326.00 |

Credit due State $ 30,717.00

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

| | | |
|---|---|---|
| MONTHLY TRANSACTION NO. 7-63 | FORM PR-2 (REV. 3-66) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | STATE Oregon |
| PROJECT REPORT NO. 6 | **FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 7-11-66 | COUNTY Multnomah |
| | | PROJECT NO. I-405-8(13)302 |

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

N.W. Johnson - S.W. Montgomery Section, Stadium Freeway.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 4-11-66 | 1.168 |
| OTHER (Specify) | | |

FUNDS Pro Rata 92.25

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 13,214,055 | $ 12,156,840.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUL 11 1966

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE



USCOMM-DC 26854-P66

## AGREEMENT PROVISIONS

**1. RESPONSIBILITY FOR WORK** (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, [illegible] with the applicable laws and regulations and in conformity with the plans and specifications and all modifications thereof approved by the Bureau of Public Roads. The State highway department will be responsible for all work on the project, including that which is performed before the execution of the formal agreement, except as the Bureau of Public Roads may specifically assume responsibility for any part of the work. The Bureau of Public Roads will not assume responsibility for any work done or contracted for by the State highway department before the date of authorization of the project by the Bureau of Public Roads, except to the extent specifically agreed to in writing by the Bureau of Public Roads. The State highway department will not proceed with any work on the project which requires approval of the Bureau of Public Roads until notified by the Bureau of Public Roads that such approval has been given.

by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to

By _____

_____ (Title)

By _____

_____ (Title)

By _____ (Division Engineer)

By L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUL 11 1966

USCOMM-DC 26854-P66



## AGREEMENT PROVISIONS

**1. RESPONSIBILITY FOR WORK** (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

**2. SECONDARY ROAD PLAN PROJECT.** The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

**3. HIGHWAY PLANNING PROJECT.** The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

**4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY.** In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

**5. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES.** In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

**6. INTERSTATE SYSTEM PROJECT.** The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

**7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT.** This project, authorized pursuant to 23 USC 115, will be constructed in accordance with all procedures, and requirements, and standards applicable to projects on the Interstate System financed with the aid of Federal funds. No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

**8. STAGE CONSTRUCTION.** The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

**9. BOND ISSUE PROJECT.** Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

**10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS.** The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in the paragraph on "Additional Provisions," without the prior approval of the Bureau of Public Roads.

**11. SIGNING AND MARKING.** The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

**12. MAINTENANCE.** The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement.

**13. LIQUIDATED DAMAGES.** The State highway department agrees that on Federal-aid highway construction projects the provisions of PPM 21-7, as supplemented, relative to the basis of Federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

RECEIVED JUL 1966 OREGON DIVISION

## NONDISCRIMINATION PROVISION

**14.** The State highway department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

**"During the performance of this contract, the contractor agrees as follows:**

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment,



USCOMM-DC 26854-P66

## NONDISCRIMINATION PROVISION (Continued)

upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the labor union or workers' representative of the contractor's commitments under this section II-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Bureau of Public Roads and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of this Section II-2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Bureau, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State highway department further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of Government.

The State highway department undertakes and agrees:

(1) To assist and cooperate actively with the Bureau of Public Roads and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and with the rules, regulations, and relevant orders of the Secretary of Labor,

(2) To obtain and to furnish to the Bureau of Public Roads and to the Secretary of Labor such information as they may require for the supervision of such compliance.

(3) To carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Bureau of Public Roads pursuant to Part II, Subpart D, of Executive Order No. 11246, and

(4) To refrain from entering into any contract subject to Executive Order No. 11246, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246. In addition, the State highway department agrees that if it fails or refuses to comply with these undertakings the Bureau of Public Roads may take any or all of the following actions:

(a) Cancel, terminate, or suspend in whole or in part the agreement, contract, or other arrangement with the State highway department with respect to which the failure and refusal occurred;

(b) Refrain from extending any further assistance to the State highway department under the program with respect to which the failure or refusal occured until satisfactory assurance of future compliance has been received from the State highway department; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

## ADDITIONAL PROVISIONS



USCOMM-DC 26854-P66

* U.S. GOVERNMENT PRINTING OFFICE : 1966 O—211-517

Oregon State Highway Department

Federal Aid
Project No. I-405-8(13)302

N.W. JOHNSON-S.W. MONTGOMERY SECTION OF THE

STADIUM FREEWAY IN MULTNOMAH COUNTY

Project Agreement Estimate

Salem, Oregon, June 17, 1966

Type Code 7221
Roadway (Sta. 396+30 to Sta. 457+95)(Contract No. 6832)

| | | | | |
|---|---|---|---|---|
| Provide for Traffic | All Required | | | $ 200,000.00 |
| Clearing and Grubbing | All Required | (89%) | | 155,750.00 |
| General Excavation, Unclassified | 1,139,000 cu.yd. | $ | 0.70 | 797,300.00 |
| Finishing Roadbed and Slopes | All Required | | | 25,000.00 |
| Trench Excavation | 30,000* cu.yd. | | 5.00 | 150,000.00 |
| Special Backfill in Drains | 3,500 cu.yd. | | 6.00 | 21,000.00 |
| Furnishing and Placing Topsoil | 4,470 cu.yd. | | 1.00 | 4,470.00 |
| Watering | 270 M-gal. | | 3.50 | 945.00 |
| 3/4" - 0 Material in Stone Leveling Course | 8,850 ton | | 3.00 | 26,550.00 |
| Plant-Mix Stone Base | 119,700 ton | | 3.00 | 359,100.00 |
| Bituminous Base Mixture | 10,700 ton | | 4.50 | 48,150.00 |
| Asphalt in Bituminous Base Mixture | 500 ton | | 32.00 | 16,000.00 |
| 3/4" - 0 Aggregate in Prime Coat | 750 cu.yd. | | 4.00 | 3,000.00 |
| RC-250 Asphalt in Prime Coat | 115 ton | | 55.00 | 6,325.00 |
| RS-1 Asphalt in Tack Coat | 4 ton | | 85.00 | 340.00 |
| Class "D" Asphaltic Concrete | 22,400 ton | | 6.50 | 145,600.00 |
| 8-inch Continuously Reinforced Concrete Pavement | 42,000 sq.yd. | | 7.70 | 323,400.00 |
| Special Steel Reinforcement | 16,000 lb. | | 0.15 | 2,400.00 |
| Pavement Terminal Anchors | 300 lin.ft. | | 15.00 | 4,500.00 |
| S.W. Market St. Water Main Relocation | All Required | | | 100,000.00 |
| S.W. Jefferson St. Water Main Relocation | All Required | | | 150,000.00 |
| 6-inch Sewer Pipe | 100 lin.ft. | | 3.00 | 300.00 |
| 8-inch Sewer Pipe | 3,985 lin.ft. | | 2.75 | 10,958.75 |
| 10-inch Sewer Pipe | 675 lin.ft. | | 3.00 | 2,025.00 |
| 12-inch Sewer Pipe | 9,985 lin.ft. | | 5.50 | 54,917.50 |
| 15-inch Sewer Pipe | 4,420 lin.ft. | | 7.00 | 30,940.00 |
| 18-inch Sewer Pipe | 1,850 lin.ft. | | 8.00 | 14,800.00 |
| 21-inch Sewer Pipe | 1,550 lin.ft. | | 10.00 | 15,500.00 |
| 24-inch Sewer Pipe | 300 lin.ft. | | 11.00 | 3,300.00 |
| 27-inch Sewer Pipe | 940* lin.ft. | | 15.00 | 14,100.00 |
| 30-inch Sewer Pipe | 740* lin.ft. | | 19.00 | 14,060.00 |
| 36-inch Sewer Pipe | 2,300* lin.ft. | | 21.00 | 48,300.00 |
| 42-inch Sewer Pipe | 1,250 lin.ft. | | 30.00 | 37,500.00 |
| 6-inch Drain Pipe | 2,400 lin.ft. | | 2.50 | 6,000.00 |
| 8-inch Drain Pipe | 20,500 lin.ft. | | 3.00 | 61,500.00 |
| 12-inch Drain Pipe | 280 lin.ft. | | 5.50 | 1,540.00 |

| | | | | |
|---|---|---|---|---|
| Class "A" Concrete in Sewers | 140 | cu.yd. | $ 50.00 | $ 7,000.00 |
| Metal Reinforcement in Sewers | 36,640 | lb. | 0.13 | 4,763.20 |
| Extra for House Connections | 7 | only | 85.00 | 595.00 |
| Extra for Pipe Under Railroad | All | Required | | 5,000.00 |
| Class "A" Concrete in Monolithic Sewers | 170 | cu.yd. | 100.00 | 17,000.00 |
| Metal Reinforcement in Monolithic Sewers | 25,600 | lb. | 0.15 | 3,840.00 |
| Granular Backfill in Abandoned Sewers | 250 | cu.yd. | 6.00 | 1,500.00 |
| Concrete Manholes, 12-feet or less deep | 68 | only | 500.00 | 34,000.00 |
| Concrete Manholes, over 12-feet deep | 16 | only | 500.00 | 8,000.00 |
| Step Manholes | 2 | only | 1,200.00 | 2,400.00 |
| Special Step Manholes | 2 | only | 1,300.00 | 2,600.00 |
| Diversion Manholes | 1 | only | 1,400.00 | 1,400.00 |
| Special Tanner Cr. Step Manhole | 1 | only | 10,000.00 | 10,000.00 |
| Slope Protectors | 6 | only | 200.00 | 1,200.00 |
| Concrete Inlets, Type "G" | 8 | only | 105.00 | 840.00 |
| Concrete Inlets, Type "G-1" | 75 | only | 120.00 | 9,000.00 |
| Concrete Inlets, Type "CG-1" | 22 | only | 135.00 | 2,970.00 |
| Concrete Inlets, Type Curb | 8 | only | 165.00 | 1,320.00 |
| Concrete Inlets, Type "P" | 60 | only | 120.00 | 7,200.00 |
| Concrete Inlets, Type "B" | 12 | only | 135.00 | 1,620.00 |
| Concrete Inlets, Type "G-2B" | 1 | only | 120.00 | 120.00 |
| Adjusting Manholes | 12 | only | 120.00 | 1,440.00 |
| Reconstructing Concrete Manholes | 10 | only | 300.00 | 3,000.00 |
| Reconstructing Special Snow Manhole | 1 | only | 250.00 | 250.00 |
| Capping Manholes | 1 | only | 125.00 | 125.00 |
| Concrete Curbs | 1,700 | cu.yd. | 35.00 | 59,500.00 |
| Concrete Islands and Traffic Separators | 125 | cu.yd. | 35.00 | 4,375.00 |
| Concrete Driveways | 570 | sq.yd. | 4.75 | 2,707.50 |
| Concrete Walks and Surfacings | 7,450 | sq.yd. | 3.50 | 26,075.00 |
| A.C. Concrete Curbs | 160 | lin.ft. | 1.10 | 176.00 |
| A.C. Concrete Walks | 13,900 | sq.yd. | 1.30 | 18,070.00 |
| A.C. Concrete Traffic Markers | 110 | lin.ft. | 1.00 | 110.00 |
| Guide Posts, W-1 | 10 | only | 6.50 | 65.00 |
| Guide Posts, Y-2 | 240 | only | 7.00 | 1,680.00 |
| Guide Posts, Y-3 | 6 | only | 7.50 | 45.00 |
| Guard Rail | 12,500 | lin.ft. | 2.50 | 31,250.00 |
| Type 2 Barricade | 2,700 | lin.ft. | 4.00 | 10,800.00 |
| Rail End Pieces | 35 | only | 4.00 | 140.00 |
| Guard Rail Blocks | 1,130 | only | 1.50 | 1,695.00 |
| Extra for Painting Rail | 15,300 | lin.ft. | 0.10 | 1,530.00 |
| Salvaging Guard Rail | 110 | lin.ft. | 0.50 | 55.00 |
| Salvaging Type 2 Barricade | 1,440 | lin.ft. | 0.50 | 720.00 |
| Salvaging Portable Barricades | 5 | only | 1.00 | 5.00 |

| | | | | |
|---|---|---|---|---|
| Guard Rail-Salvaged Guard Rail | 110 | lin.ft. | $ 1.00 | $ 110.00 |
| Guard Rail-Salvaged Type 2 Barricade | 1,440 | lin.ft. | 1.00 | 1,440.00 |
| 6' Chain Link Fence | 1,400 | lin.ft. | 2.65 | 3,710.00 |
| 6'x4' Chain Link Gates | 14 | only | 75.00 | 1,050.00 |
| Salvaging 6' Chain Link Fence | 2,950 | lin.ft. | 0.65 | 1,917.50 |
| 6' Chain Link Fence-Salvaged 6' Chain Link Fence | 2,950 | lin.ft. | 1.30 | 3,835.00 |
| Roadside Seeding | 20 | acre | 120.00 | 2,400.00 |
| Roadside Mulching | 20 | acre | 258.00 | 5,160.00 |
| Grass Seed, Annual Ryegrass | 300 | lb. | 1.00 | 300.00 |
| Inorganic Fertilizer, 10-16-8 | 80 | cwt. | 8.00 | 640.00 |
| 3/4-inch Steel Water Pipe | 2,040 | lin.ft. | 0.60 | 1,224.00 |
| 1-inch Steel Water Pipe | 3,200 | lin.ft. | 0.65 | 2,080.00 |
| 1¼-inch Steel Water Pipe | 840 | lin.ft. | 0.85 | 714.00 |
| 1½-inch Steel Water Pipe | 170 | lin.ft. | 1.00 | 170.00 |
| 2-inch Steel Water Pipe | 1,500 | lin.ft. | 1.25 | 1,875.00 |
| 2½-inch Steel Water Pipe | 420 | lin.ft. | 2.00 | 840.00 |
| 1½-inch Electrical Conduit | 25 | lin.ft. | 1.70 | 42.50 |
| 1½-inch Electrical Conduit | 50 | lin.ft. | 1.50 | 75.00 |
| 2-inch Electrical Conduit | 970 | lin.ft. | 1.50 | 1,455.00 |
| 4-inch Sewer Pipe | 240 | lin.ft. | 2.00 | 480.00 |
| 3/4-inch Quick Coupling Hose Valves | 110 | only | 8.00 | 880.00 |
| 1/2-inch Manual Drain Valves | 15 | only | 10.00 | 150.00 |
| Concrete Median Planters | 275 | only | 50.00 | 13,750.00 |
| Concrete Planting Tiles | 700 | only | 4.50 | 3,150.00 |
| **Retaining Walls** | | | | |
| Shoring, Cribbing, etc. | All Required | | | 400,000.00 |
| Structural Excavation | 151,000 | cu.yd. | 1.75 | 264,250.00 |
| Structural Excavation Below Elevation Shown | 5,000 | cu.yd. | 2.25 | 11,250.00 |
| Special Backfill | 60,950 | cu.yd. | 4.50 | 274,275.00 |
| Test Piles | 6 | only | 900.00 | 5,400.00 |
| Furnish Treated Timber Piling | 40,540 | lin.ft. | 1.75 | 70,945.00 |
| Drive Timber Piles | 2,038 | only | 26.00 | 52,988.00 |
| Class "A" Concrete | 31,400 | cu.yd. | 53.00 | 1,664,200.00 |
| Metal Reinforcement | 3,610,000 | lb. | 0.13 | 469,300.00 |
| Metal Parapet Railing, Single Pipe | 2,735 | lin.ft. | 6.10 | 16,683.50 |
| Metal Parapet Railing, Two Pipe | 3,948 | lin.ft. | 9.65 | 38,098.20 |
| 3/4-inch Electrical Conduit | 170 | lin.ft. | 1.00 | 170.00 |
| 1-inch Electrical Conduit | 125 | lin.ft. | 1.00 | 125.00 |
| 1½-inch Electrical Conduit | 40 | lin.ft. | 2.00 | 80.00 |
| 1½-inch Electrical Conduit | 90 | lin.ft. | 2.00 | 180.00 |
| **Signing** | | | | |
| Sign Support Footings | All Required (63%) | | | 13,860.00 |
| Pipe Sign Posts | All Required | | | 1,000.00 |
| Single Sign Support | All Required | | | 1,200.00 |
| Luminaire Mounts | All Required | | | 1,500.00 |

| | | | | |
|---|---|---|---|---|
| Structure Mounts-Control Signs | All Required | | | $ 2,000.00 |
| Structure Mounts-Street Name Signs | All Required | | | 7,000.00 |
| Structure Mounts-Guide Signs | All Required | | | 20,000.00 |
| Butterfly Sign Structure | All Required | | | 2,000.00 |
| Cantilever Sign Structures | All Required (32%) | | | 11,840.00 |
| Sign Bridge Structure | All Required | | | 11,000.00 |
| Ell Sign Bridge Structures | All Required | | | 41,000.00 |
| Sign Illumination Equipment | All Required (86%) | | | 51,600.00 |
| Painted Wood Sign Posts | All Required | | | 700.00 |
| Type "A" Signs in Place | 4,633 sq.ft. | $ | 7.00 | 32,431.00 |
| Type "C", "D" & "E" Signs in Place | 614 sq.ft. | | 5.00 | 3,070.00 |
| Type "E", "F" & "K" Signs in Place | 147 sq.ft. | | 5.00 | 735.00 |
| Sign Covers | 1,648 sq.ft. | | 1.00 | 1,648.00 |
| Illumination<br>Roadway Illumination, Complete | All Required | | | 100,000.00 |
| | | | | $6,759,729.65 |
| Flagging (57½% of Contractor's Cost) | All Required (91%) | | | $ 9,100.00 |
| | | | | $ 9,100.00 |
| Utilities<br>Work by City of Portland, Fire | All Required | | | $ 4,090.66 |
| | | | | $ 4,090.66 |
| | Subtotal | | | $6,772,920.31 |
| | 10% Engr. & Cont. | | | 677,291.69 |
| | Total | | | $7,450,212.00 |
| *City of Portland's Share of Increase in Sewer Pipe Size | All Required | | | (30,717.00) |
| | | | | $7,419,495.00 |

Type Code Y031
Traffic Signals

| | | | | |
|---|---|---|---|---|
| Traffic Signal Installation, Complete | All Required | | | $ 15,000.00 |
| | Subtotal | | | $ 15,000.00 |
| | 10% Engr. & Cont. | | | 1,500.00 |
| | Total | | | $ 16,500.00 |

Type Code X721
N.W. Glisan St. U'xing (No. 9276) (Sta. 402+82.40)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing etc. | All Required (4%) | | | $ 8,000.00 |
| Structural Excavation | 1,100 cu.yd. | $ | 2.00 | 2,200.00 |
| Structural Excavation Below Elevation Shown | 110 cu.yd. | | 2.25 | 247.50 |
| Special Backfill | 270 cu.yd. | | 6.00 | 1,620.00 |
| Furnish Treated Timber Piling | 4,490 lin.ft. | | 2.00 | 8,980.00 |
| Drive Timber Piles | 210 only | | 40.00 | 8,400.00 |
| Class "A" Concrete (1,142 cu.yds.) | All Required (3%) | | | 65,574.00 |
| Metal Reinforcement (202,100 lbs.) | All Required (3%) | | | 34,260.00 |
| Metal Parapet Railing, Two Pipe | 357 lin.ft. | | 9.65 | 3,445.05 |
| 1-inch Electrical Conduit | 250 lin.ft. | | 1.10 | 275.00 |
| 1½-inch Electrical Conduit | 100 lin.ft. | | 1.15 | 115.00 |
| 2-inch Electrical Conduit | 160 lin.ft. | | 1.35 | 216.00 |
| Install P.G.E. Conduit | All Required | | | 200.00 |
| Install P.P & L. Conduit | All Required | | | 200.00 |
| | | | | $ 133,732.55 |

Type Code X721
N.W. Everett St. U'xing (No. 9277)(Sta. 408+01.75)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | | $ 10,000.00 |
| Structural Excavation | 3,700 cu.yd. | $ | 2.00 | 7,400.00 |
| Structural Excavation Below Elevation Shown | 370 cu.yd. | | 2.25 | 832.50 |
| Special Backfill | 1,050 cu.yd. | | 6.00 | 6,300.00 |
| Class "A" Concrete (1,596 cu.yds.) | All Required (5%) | | | 109,290.00 |
| Metal Reinforcement (429,500 lbs.) | All Required (6%) | | | 68,520.00 |
| Metal Parapet Railing, Two Pipe | 396 lin.ft. | | 9.65 | 3,821.40 |
| 1-inch Electrical Conduit | 260 lin.ft. | | 1.10 | 286.00 |
| 1½-inch Electrical Conduit | 260 lin.ft. | | 1.15 | 299.00 |
| 2-inch Electrical Conduit | 200 lin.ft. | | 1.35 | 270.00 |
| Install Telephone Conduit | All Required | | | 1,700.00 |
| Install P.G.E. Conduit | All Required | | | 1,200.00 |
| Install Water Lines | All Required (23%) | | | 805.00 |
| | | | | $ 210,723.90 |

Type Code X721
N.W. Couch St. U'xing (No. 9278)(Sta. 413+31.81)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (4%) | | | $ 8,000.00 |
| Structural Excavation | 1,160 cu.yd. | $ | 2.00 | 2,320.00 |
| Structural Excavation Below Elevation Shown | 120 cu.yd. | | 2.25 | 270.00 |
| Special Backfill | 240 cu.yd. | | 6.00 | 1,440.00 |
| Test Piles | 2 only | | 1,200.00 | 2,400.00 |
| Furnish Treated Timber Piling | 765 lin.ft. | | 2.00 | 1,530.00 |
| Drive Timber Piles | 51 only | | 40.00 | 2,040.00 |

| | | | | |
|---|---|---|---|---|
| Furnish 10 BP 42 Steel Piling | 1,980 lin.ft. | $ 3.50 | $ | 6,930.00 |
| Drive Steel Piles | 66 only | 56.00 | | 3,696.00 |
| Splice Steel Piles | 17 only | 16.00 | | 272.00 |
| Class "A" Concrete (1,004 cu.yds.) | All Required (3%) | | | 65,574.00 |
| Metal Reinforcement (226,400 lbs.) | All Required (3%) | | | 34,260.00 |
| Metal Parapet Railing, Two Pipe | 262 lin.ft. | 9.65 | | 2,528.30 |
| 1½-inch Electrical Conduit | 140 lin.ft. | 1.15 | | 161.00 |
| 2-inch Electrical Conduit | 190 lin.ft. | 1.35 | | 256.50 |
| Install P.G.E. Conduit | All Required | | | 225.00 |
| | | | $ | 131,902.80 |

Type Code X721
S.W. Burnside St. U'xing (No. 9281)(Sta. 416+06.05)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (4%) | | $ | 8,000.00 |
| Structural Excavation | 1,060 cu.yd. | $ 2.00 | | 2,120.00 |
| Structural Excavation Below Elevation Shown | 110 cu.yd. | 2.25 | | 247.50 |
| Special Backfill | 380 cu.yd. | 6.00 | | 2,280.00 |
| Drilling Pile Holes | 800 lin.ft. | 3.50 | | 2,800.00 |
| Test Piles | 2 only | 1,200.00 | | 2,400.00 |
| Furnish 10 BP 42 Steel Piling | 2,985 lin.ft. | 3.50 | | 10,447.50 |
| Drive Steel Piles | 113 only | 56.00 | | 6,328.00 |
| Splice Steel Piles | 28 only | 16.00 | | 448.00 |
| Class "A" Concrete (556 cu.yd.) | All Required (2%) | | | 43,716.00 |
| Class "AA" Concrete (580 cu.yds.) | All Required | | | 71,900.00 |
| Metal Reinforcement (176,700 lbs.) | All Required (2%) | | | 22,840.00 |
| Metal Parapet Railing, Single Pipe | 4 lin.ft. | 6.10 | | 24.40 |
| Metal Parapet Railing, Two Pipe | 360 lin.ft. | 9.65 | | 3,474.00 |
| 1½-inch Electrical Conduit | 140 lin.ft. | 1.15 | | 161.00 |
| 2-inch Electrical Conduit | 170 lin.ft. | 1.35 | | 229.50 |
| | | | $ | 177,415.90 |

Type Code X723
"14th B Off" Rigid Frame (No. 9280)(Sta. 413+75.27)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | $ | 10,000.00 |
| Structural Excavation | 200 cu.yd. | $ 2.00 | | 400.00 |
| Structural Excavation Below Elevation Shown | 20 cu.yd. | 2.25 | | 45.00 |
| Special Backfill | 550 cu.yd. | 6.00 | | 3,300.00 |
| Furnish Treated Timber Piling | 2,325 lin.ft. | 2.00 | | 4,650.00 |
| Drive Timber Piles | 155 only | 40.00 | | 6,200.00 |
| Class "A" Concrete (633 cu.yds.) | All Required (2%) | | | 43,716.00 |
| Metal Reinforcement (124,100 lbs.) | All Required (2%) | | | 22,840.00 |
| Metal Parapet Railing, Two Pipe | 155 lin.ft. | 9.65 | | 1,495.75 |
| 3/4-inch Electrical Conduit | 30 lin.ft. | 0.75 | | 22.50 |
| 1½-inch Electrical Conduit | 20 lin.ft. | 1.15 | | 23.00 |
| 2-inch Electrical Conduit | 10 lin.ft. | 1.35 | | 13.50 |
| | | | $ | 92,705.75 |

Type Code X723
"16th On" Line Rigid Frame (No. 9279)(Sta. 412+30)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (7%) | | | $ 14,000.00 |
| Structural Excavation | 1,300 cu.yd. | $ | 2.00 | 2,600.00 |
| Structural Excavation Below Elevation Shown | 130 cu.yd. | | 2.25 | 292.50 |
| Special Backfill | 3,180 cu.yd. | | 6.00 | 19,080.00 |
| Drilling Pile Holes | 400 lin.ft. | | 3.50 | 1,400.00 |
| Furnish 10 BP 42 Steel Piling | 2,000 lin.ft. | | 3.50 | 7,000.00 |
| Drive Steel Piles | 100 only | | 56.00 | 5,600.00 |
| Splice Steel Piles | 25 only | | 16.00 | 400.00 |
| Class "A" Concrete (2,430 cu.yds.) | All Required (7%) | | | 153,006.00 |
| Metal Reinforcement (505,600 lbs.) | All Required (7%) | | | 79,940.00 |
| Metal Parapet Railing, Two Pipe | 125 lin.ft. | | 9.65 | 1,206.25 |
| 3/4-inch Electrical Conduit | 790 lin.ft. | | 0.75 | 592.50 |
| | | | | $ 285,117.25 |

Type Code X741
S.W. 14th Ave. & Alder St. U xing (No. 9282)(Sta. 420+48.72)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (8%) | | | $ 16,000.00 |
| Structural Excavation | 14,600 cu.yd. | $ | 2.00 | 29,200.00 |
| Structural Excavation Below Elevation Shown | 1,400 cu.yd. | | 2.25 | 3,150.00 |
| Special Backfill | 4,700 cu.yd. | | 6.00 | 28,200.00 |
| Test Piles | 2 only | | 1,200.00 | 2,400.00 |
| Furnish Treated Timber Piling | 1,910 lin.ft. | | 2.00 | 3,820.00 |
| Drive Timber Piles | 87 only | | 40.00 | 3,480.00 |
| Class "A" Concrete (3,760 cu.yds.) | All Required (11%) | | | 240,438.00 |
| Metal Reinforcement (681,100 lbs.) | All Required (9%) | | | 102,780.00 |
| Structural Steel (1,044,000 lbs.) | All Required (47%) | | | 411,579.00 |
| Metal Parapet Railing, Two Pipe | 980 lin.ft. | | 9.65 | 9,457.00 |
| 3/4-inch Electrical Conduit | 80 lin.ft. | | 0.75 | 60.00 |
| 1-inch Electrical Conduit | 190 lin.ft. | | 1.10 | 209.00 |
| 1½-inch Electrical Conduit | 800 lin.ft. | | 1.15 | 920.00 |
| 2-inch Electrical Conduit | 270 lin.ft. | | 1.35 | 364.50 |
| Install Telephone Conduit | All Required | | | 1,500.00 |
| Install P.G.E. Conduit | All Required | | | 1,400.00 |
| Install Water Lines | All Required (15%) | | | 525.00 |
| | | | | $ 855,482.50 |

Type Code X721
S.W. Morrison St. U'xing (No. 9283)(Sta. 1423+18.31)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required(5%) | | | $ 10,000.00 |
| Structural Excavation | 2,100 cu.yd. | $ | 2.00 | 4,200.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | | 2.25 | 472.50 |

| | | | | |
|---|---|---|---|---|
| Special Backfill | 950 cu.yd. | $ 6.00 | $ | 5,700.00 |
| Test Piles | 2 only | 1,200.00 | | 2,400.00 |
| Furnish Treated Timber Piling | 1,170 lin.ft. | 2.00 | | 2,340.00 |
| Drive Timber Piles | 53 only | 40.00 | | 2,120.00 |
| Class "A" Concrete (1,394 cu.yds.) | All Required (4%) | | | 87,432.00 |
| Metal Reinforcement (322,700 lbs.) | All Required (4%) | | | 45,680.00 |
| Metal Parapet Railing, Two Pipe | 423 lin.ft. | 9.65 | | 4,081.95 |
| 1½-inch Electrical Conduit | 270 lin.ft. | 1.15 | | 310.50 |
| Install Telephone Conduit | All Required | | | 200.00 |
| Install P.G.E. Conduit | All Required | | | 250.00 |
| Install P.P. & L. Conduit | All Required | | | 200.00 |
| Install P.P. & L. Steam Line | All Required | | | 400.00 |
| Install Water Lines | All Required(19%) | | | 665.00 |
| | | | $ | 166,451.95 |

Type Code X721
S.W. Yamhill St. U'xing (No. 9284)(Sta. 425+78.93)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | $ | 10,000.00 |
| Structural Excavation | 2,160 cu.yd. | $ 2.00 | | 4,320.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | 2.25 | | 472.50 |
| Special Backfill | 1,000 cu.yd. | 6.00 | | 6,000.00 |
| Test Piles | 2 only | 1,200.00 | | 2,400.00 |
| Furnish Treated Timber Piling | 1,565 lin.ft. | 2.00 | | 3,130.00 |
| Drive Timber Piles | 70 only | 40.00 | | 2,800.00 |
| Class "A" Concrete (1,436 cu.yds.) | All Required (4%) | | | 87,432.00 |
| Metal Reinforcement (327,000 lbs.) | All Required (4%) | | | 45,680.00 |
| Metal Parapet Railing, Two Pipe | 467 lin.ft. | 9.65 | | 4,506.55 |
| 1-inch Electrical Conduit | 35 lin.ft. | 1.10 | | 38.50 |
| 1½-inch Electrical Conduit | 300 lin.ft. | 1.15 | | 345.00 |
| Install P.G.E. Conduit | All Required | | | 250.00 |
| Install P.P. & L. Steam Line | All Required | | | 400.00 |
| Install Water Lines | All Required (11%) | | | 385.00 |
| | | | $ | 168,159.55 |

Type Code X721
S.W. Taylor St. U'xing (No. 9249)(Sta. 428+38.67)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (6%) | | $ | 12,000.00 |
| Structural Excavation | 6,300 cu.yd. | $ 2.00 | | 12,600.00 |
| Structural Excavation Below Elevation Shown | 630 cu.yd. | 2.25 | | 1,417.50 |
| Special Backfill | 2,950 cu.yd. | 6.00 | | 17,700.00 |
| Test Piles | 2 only | 1,200.00 | | 2,400.00 |
| Furnish Treated Timber Piling | 2,275 lin.ft. | 2.00 | | 4,550.00 |
| Drive Timber Piles | 66 only | 40.00 | | 2,640.00 |
| Class "A" Concrete (2,472 cu.yds.) | All Required (7%) | | | 153,006.00 |
| Metal Reinforcement (545,700 lbs.) | All Required (8%) | | | 91,360.00 |
| Metal Parapet Railing, Two Pipe | 700 lin.ft. | 9.65 | | 6,755.00 |
| 3/4-inch Electrical Conduit | 80 lin.ft. | 0.75 | | 60.00 |

| | | | | |
|---|---|---|---|---|
| 1-inch Electrical Conduit | 270 lin.ft. | $ 1.10 | $ | 297.00 |
| 1½-inch Electrical Conduit | 130 lin.ft. | 1.15 | | 149.50 |
| Install P.G.E. Conduit | All Required | | | 200.00 |
| Install Water Lines | All Required (14%) | | | 470.00 |
| | | | $ | 305,625.00 |

Type Code X721
S.W. Salmon St. U'xing (No. 9250)(Sta. 430+98.24)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | $ | 10,000.00 |
| Structural Excavation | 4,060 cu.yd. | $ 2.00 | | 8,120.00 |
| Structural Excavation Below Elevation Shown | 410 cu.yd. | 2.25 | | 922.50 |
| Special Backfill | 1,150 cu.yd. | 6.00 | | 6,900.00 |
| Test Piles | 2 only | 1,200.00 | | 2,400.00 |
| Furnish Treated Timber Piling | 1,380 lin.ft. | 2.00 | | 2,760.00 |
| Drive Timber Piles | 46 only | 40.00 | | 1,840.00 |
| Class "A" Concrete (1,863 cu.yds.) | All Required (6%) | | | 131,148.00 |
| Metal Reinforcement (480,300 lbs.) | All Required (7%) | | | 79,940.00 |
| Metal Parapet Railing, Two Pipe | 484 lin.ft. | 9.65 | | 4,670.60 |
| 1-inch Electrical Conduit | 260 lin.ft. | 1.10 | | 286.00 |
| 1½-inch Electrical Conduit | 240 lin.ft. | 1.15 | | 276.00 |
| Install Telephone Conduit | All Required | | | 200.00 |
| Install P.G.E. Conduit | All Required | | | 300.00 |
| | | | $ | 249,763.10 |

Type Code X721
"14th Off" Line U'xing (No. 9251)(Sta. 433+38.53)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | $ | 10,000.00 |
| Structural Excavation | 4,160 cu.yd. | $ 2.00 | | 8,320.00 |
| Structural Excavation Below Elevation Shown | 420 cu.yd. | 2.25 | | 945.00 |
| Special Backfill | 1,100 cu.yd. | 6.00 | | 6,600.00 |
| Furnish Treated Timber Piling | 420 lin.ft. | 2.00 | | 840.00 |
| Drive Timber Piles | 21 only | 40.00 | | 840.00 |
| Class "A" Concrete (1,658 cu.yds.) | All Required (5%) | | | 109,280.00 |
| Metal Reinforcement (405,700 lbs.) | All Required (6%) | | | 68,520.00 |
| Metal Parapet Railing, Two Pipe | 525 lin.ft. | 9.65 | | 5,066.25 |
| 1½-inch Electrical Conduit | 260 lin.ft. | 1.15 | | 299.00 |
| | | | $ | 210,720.25 |

Type Code X741
S.W. Jefferson St. U'xing (No. 9252)(Sta. 438+80.33)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | $ | 10,000.00 |
| Structural Excavation | 3,000 cu.yd. | $ 2.00 | | 6,000.00 |
| Structural Excavation Below Elevation Shown | 300 cu.yd. | 2.25 | | 675.00 |
| Special Backfill | 870 cu.yd. | 6.00 | | 5,220.00 |
| Class "A" Concrete (1,100 cu.yds.) | All Required (3%) | | | 65,574.00 |

| | | | | |
|---|---|---|---|---|
| Metal Reinforcement (182,800 lbs.) | All Required (2%) | | | $ 22,840.00 |
| Structural Steel (559,100 lbs.) | All Required (25%) | | | 218,925.00 |
| Metal Parapet Railing, Two Pipe | 485 lin.ft. | $ | 9.65 | 4,680.25 |
| 1-inch Electrical Conduit | 225 lin.ft. | | 1.10 | 247.50 |
| 1½-inch Electrical Conduit | 240 lin.ft. | | 1.15 | 276.00 |
| 2-inch Electrical Conduit | 400 lin.ft. | | 1.35 | 540.00 |
| Install Telephone Conduit | All Required | | | 1,700.00 |
| Install P.G.E. Conduit | All Required | | | 2,600.00 |
| Install P.P. & L. Conduit | All Required | | | 1,100.00 |
| Install Water Lines | All Required (18%) | | | 630.00 |
| | | | | $ 341,007.75 |

Type Code X741
S.W. Columbia St. U'xing (No. 9253)(Sta. 441+38.2 )

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing etc. | All Required (5%) | | | $ 10,000.00 |
| Structural Excavation | 4,000 cu.yd. | $ | 2.00 | 8,000.00 |
| Structural Excavation Below Elevation Shown | 400 cu.yd. | | 2.25 | 900.00 |
| Special Backfill | 1,100 cu.yd. | | 6.00 | 6,600.00 |
| Class "A" Concrete (1,320 cu.yds.) | All Required (4%) | | | 87,432.00 |
| Metal Reinforcement (216,500 lbs.) | All Required (3%) | | | 34,260.00 |
| Structural Steel | All Required (28%) | | | 245,196.00 |
| Metal Parapet Railing, Two Pipe | 500 lin.ft. | | 9.65 | 4,825.00 |
| 3/4-inch Electrical Conduit | 150 lin.ft. | | 0.75 | 112.50 |
| 1-inch Electrical Conduit | 20 lin.ft. | | 1.10 | 22.00 |
| 1½-inch Electrical Conduit | 270 lin.ft. | | 1.15 | 310.50 |
| 2-inch Electrical Conduit | 300 lin.ft. | | 1.35 | 405.00 |
| Install Telephone Conduit | All Required | | | 1,700.00 |
| Install P.G.E. Conduit | All Required | | | 2,500.00 |
| Install P.P. & L. Conduit | All Required | | | 1,200.00 |
| | | | | $ 403,463.00 |

Type Code X723
"T" Line Rigid Frame (No. 9254A)(Sta. 446+00 Left)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | | $ 10,000.00 |
| Structural Excavation | 400 cu.yd. | $ | 2.00 | 800.00 |
| Structural Excavation Below Elevation Shown | 40 cu.yd. | | 2.25 | 90.00 |
| Special Backfill | 2,100 cu.yd. | | 6.00 | 12,600.00 |
| Class "A" Concrete (1,624 cu.yds.) | All Required (5%) | | | 109,290.00 |
| Metal Reinforcement (350,000 lbs.) | All Required (5%) | | | 57,100.00 |
| Metal Parapet Railing, Single Pipe | 36 lin.ft. | | 6.10 | 219.60 |
| Metal Parapet Railing, Two Pipe | 116 lin.ft. | | 9.65 | 1,119.40 |
| 3/4-inch Electrical Conduit | 220 lin.ft. | | 0.75 | 165.00 |
| 1-inch Electrical Conduit | 110 lin.ft. | | 1.10 | 121.00 |
| | | | | $ 191,505.00 |

Type Code X223
"CW" Line Rigid Frame (No. 92548)(Sta. 444+75)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (7%) | | | $ 14,000.00 |
| Structural Excavation | 540 cu.yd. | $ | 2.00 | 1,080.00 |
| Structural Excavation Below Elevation Shown | 50 cu.yd. | | 2.25 | 112.50 |
| Special Backfill | 2,760 cu.yd. | | 6.00 | 16,560.00 |
| Class "A" Concrete (2,859 cu.yds.) | All Required (9%) | | | 196,722.00 |
| Metal Reinforcement (537,000 lbs.) | All Required (7%) | | | 79,940.00 |
| Metal Parapet Railing, Single Pipe | 42 lin.ft. | | 6.10 | 256.20 |
| 3/4-inch Electrical Conduit | 750 lin.ft. | | 0.75 | 562.50 |
| 1½-inch Electrical Conduit | 190 lin.ft. | | 1.15 | 218.50 |
| | | | | $ 307,451.70 |

Type Code X721
S.W. Clay St. Ramp (No. 92540)(Sta. 444+13.98)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | | $ 10,000.00 |
| Structural Excavation | 1,760 cu.yd. | $ | 2.00 | 3,520.00 |
| Structural Excavation Below Elevation Shown | 180 cu.yd. | | 2.25 | 405.00 |
| Special Backfill | 630 cu.yd. | | 6.00 | 3,780.00 |
| Furnish Treated Timber Piling | 5,230 lin.ft. | | 2.00 | 10,460.00 |
| Drive Timber Piles | 240 only | | 40.00 | 9,600.00 |
| Class "A" Concrete (1,528 cu.yds.) | All Required (5%) | | | 109,290.00 |
| Metal Reinforcement (470,300 lbs.) | All Required (6%) | | | 68,520.00 |
| Metal Parapet Railing, Single Pipe | 719 lin.ft. | | 6.10 | 4,385.90 |
| 1½-inch Electrical Conduit | 380 lin.ft. | | 1.15 | 437.00 |
| | | | | $ 220,397.90 |

Type Code X721
S.E. Market St. Ramp (No. 92547)(Sta. 446+92.92)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | | $ 10,000.00 |
| Structural Excavation | 2,800 cu.yd. | $ | 2.00 | 5,600.00 |
| Structural Excavation Below Elevation Shown | 280 cu.yd. | | 2.25 | 630.00 |
| Special Backfill | 800 cu.yd. | | 6.00 | 4,800.00 |
| Test Piles | 2 only | | 1,200.00 | 2,400.00 |
| Furnish Treated Timber Piling | 5,285 lin.ft. | | 2.00 | 10,570.00 |
| Drive Timber Piles | 238 only | | 40.00 | 9,520.00 |
| Class "A" Concrete (1,285 cu.yds.) | All Required (4%) | | | 87,432.00 |
| Metal Reinforcement (304,300 lbs.) | All Required (4%) | | | 45,680.00 |
| Metal Parapet Railing, Single Pipe | 505 lin.ft. | | 6.10 | 3,080.50 |
| 1-inch Electrical Conduit | 80 lin.ft. | | 1.10 | 88.00 |
| 1½-inch Electrical Conduit | 300 lin.ft. | | 1.15 | 345.00 |
| | | | | $ 180,145.50 |

Type Code X721
"SC" Line U'xing (No. 9254E)(Sta. 449+68.17)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | | $ 10,000.00 |
| Structural Excavation | 2,100 cu.yd. | $ | 2.00 | 4,200.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | | 2.25 | 472.50 |
| Special Backfill | 220 cu.yd. | | 6.00 | 1,320.00 |
| Test Piles | 2 only | | 1,200.00 | 2,400.00 |
| Furnish Treated Timber Piling | 1,535 lin.ft. | | 2.00 | 3,070.00 |
| Drive Timber Piles | 61 only | | 40.00 | 2,440.00 |
| Class "A" Concrete (3,619 cu.yds.) | All Required (11%) | | | 240,438.00 |
| Metal Reinforcement (876,600 lbs.) | All Required (12%) | | | 137,040.00 |
| Metal Parapet Railing, Single Pipe | 2,074 lin.ft. | | 6.10 | 12,773.40 |
| 1½-inch Electrical Conduit | 1,160 lin.ft. | | 1.15 | 1,334.00 |
| | | | | $ 415,487.90 |
| | Subtotal | | | $5,049,259.25 |
| | 10% Engr. & Cont. | | | 504,925.75 |
| | Total | | | $5,554,185.00 |
| Pacific N.W. Bell Share of Cost | All Required | | | (9,500.00) |
| Pacific N.W. Bell (Conduits) | All Required | | | (7,000.00) |
| Portland General Electric (Conduits) | All Required | | | (9,125.00) |
| Pacific Power & Light (Conduits & Steam Line) | All Required | | | (3,500.00) |
| | | | | $5,525,060.00 |

Length of Grading and Paving - - - - - - 1.168 miles
Length of Structures - - - - - - - - - - 0.000 mile
Total - - - - - - - - - - - - - - - - - - 1.168 miles
Cost of Roadway Per Mile - - - - - - - - $4,352,307.36

Items Retained in Program Status

| Description | | |
|---|---|---|
| Detour Signing | All Required | $ 10,000.00 |
| Detour Striping | All Required | 3,000.00 |
| Detour Lighting | All Required | 5,000.00 |
| Plastic Lane Markers | All Required | 10,000.00 |
| Permanent Striping | All Required | 2,000.00 |

| | | |
|---|---|---|
| **Utilities** | | |
| Portland General Electric Co. | All Required | $ 48,025.00 |
| City of Portland, Traffic | All Required | 50,000.00 |
| City of Portland, Water | All Required | 230,000.00 |
| | Subtotal | $ 358,025.00 |
| | 10% Engr. | 35,802.00 |
| | Total | $ 393,827.00 |

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $ 7,419,495.00 | $ 6,825,920.00 | $ 593,575.00 |
| Traffic Signals | 16,500.00 | 15,130.00 | 1,370.00 |
| Structures | 5,525,060.00 | 5,083,050.00 | 442,010.00 |
| Subtotal | $12,961,055.00 | $11,924,100.00 | $1,036,955.00 |
| **Work Retained in Program Status** | | | |
| Unauthorized Add. Items | 393,827.00 | 362,300.00 | 31,527.00 |
| Totals | $13,354,882.00 | $12,286,400.00 | $1,068,482.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

N.W. JOHNSON-S.W. MONTGOMERY SECTION

I-405-8(13)302

Work by City of Portland Fire Bureau

| | | |
|---|---|---|
| Labor | $1,701.68 | |
| Material | 2,017.10 | |
| Overhead 10% | 371.88 | |
| Total Cost to State | | $4,090.66 |

## N.W. JOHNSON-S.W. MONTGOMERY SECTION

Reimbursement from City of Portland for increase in sewer pipe size.

Design Size

| | | | |
|---|---|---|---|
| Trench Excavation | 3,057 cu.yd. | $ 5.00 | $15,285.00 |
| 18-inch Sewer Pipe | 788 lin.ft. | 8.00 | 6,304.00 |
| 21-inch Sewer Pipe | 1,016 lin.ft. | 10.00 | 10,160.00 |
| 24-inch Sewer Pipe | 260 lin.ft. | 11.00 | 2,860.00 |
| | | | $34,609.00 |

Size Requested by City of Portland

| | | | |
|---|---|---|---|
| Trench Excavation | 4,910 cu.yd. | $ 5.00 | $24,550.00 |
| 27-inch Sewer Pipe | 248 lin.ft. | 15.00 | 3,720.00 |
| 30-inch Sewer Pipe | 540 lin.ft. | 19.00 | 10,260.00 |
| 36-inch Sewer Pipe | 1,276 lin.ft. | 21.00 | 26,796.00 |
| | | | $65,326.00 |

Credit due State $30,717.00

## N.W. JOHNSON-S.W. MONTGOMERY SECTION

### State Work

| | | | | |
|---|---|---|---|---|
| Clearing and Grubbing | All Required (11%) | | | $ 14,250.00 |
| General Excavation, Unclassified | 4,600 | cu.yd. | $ 0.70 | 3,220.00 |
| Embankment Foundation Excavation, Unclassified | 600 | cu.yd. | 1.50 | 900.00 |
| Hauling and Placing Materials on Sunset Highway | 510,000 | cu.yd. | 0.25 | 127,500.00 |
| Trench Excavation | 9,000 | cu.yd. | 5.00 | 45,000.00 |
| Furnishing and Placing Topsoil | 230 | cu.yd. | 1.00 | 230.00 |
| Watering | 100 | M-gal. | 3.50 | 350.00 |
| 8-inch Sewer Pipe | 15 | lin.ft. | 2.75 | 41.25 |
| 10-inch Sewer Pipe | 15 | lin.ft. | 3.00 | 45.00 |
| 12-inch Sewer Pipe | 15 | lin.ft. | 5.50 | 82.50 |
| 15-inch Sewer Pipe | 480 | lin.ft. | 7.00 | 3,360.00 |
| 18-inch Sewer Pipe | 310 | lin.ft. | 8.00 | 2,480.00 |
| 30-inch Sewer Pipe | 400 | lin.ft. | 19.00 | 7,600.00 |
| 8-inch Drain Pipe | 700 | lin.ft. | 3.00 | 2,100.00 |
| Class "A" Concrete in Sewers | 70 | cu.yd. | 50.00 | 3,500.00 |
| Metal Reinforcement in Sewers | 3,360 | lb. | 0.13 | 436.80 |
| Extra for House Connections | 1 | only | 85.00 | 85.00 |
| Class "A" Concrete in Monolithic Sewers | 1,280 | cu.yd. | 100.00 | 128,000.00 |
| Metal Reinforcement in Monolithic Sewers | 136,400 | lb. | 0.15 | 20,460.00 |
| Granular Backfill in Abandoned Sewers | 1,450 | cu.yd. | 6.00 | 8,700.00 |
| Sand-Cement Slurry | 310 | cu.yd. | 40.00 | 12,400.00 |
| Concrete Manholes, 12-feet or Less Deep | 2 | only | 500.00 | 1,000.00 |
| Concrete Manholes, Over 12-feet Deep | 2 | only | 500.00 | 1,000.00 |
| Offset Manholes | 3 | only | 2,100.00 | 6,300.00 |
| Concrete Inlets, Type "D" | 1 | only | 125.00 | 125.00 |
| Concrete Inlets, Special Grated | 8 | only | 140.00 | 1,120.00 |
| Concrete Inlets, Special Ditch | 2 | only | 225.00 | 450.00 |
| **Retaining Walls** | | | | |
| Special Backfill | 2,050 | cu.yd. | 4.50 | 9,225.00 |
| Class "A" Concrete | 600 | cu.yd. | 53.00 | 31,800.00 |
| Metal Reinforcement | 90,000 | lb. | 0.13 | 11,700.00 |
| **Signing** | | | | |
| Sign Support Footings | All Required (37%) | | | 8,140.00 |
| Cantilever Sign Structures (14) | All Required (68%) | | | 25,160.00 |
| Sign Illumination Equipment | All Required (14%) | | | 8,400.00 |
| Type "A" Signs in Place | 971 | sq.ft. | 7.00 | 6,797.00 |
| Type "C", "D" & "R" Signs in Place | 9 | sq.ft. | 5.00 | 45.00 |
| Type "E", "F" & "K" Signs in Place | 47 | sq.ft. | 5.00 | 235.00 |
| Sign Covers | 660 | sq.ft. | 1.00 | 660.00 |
| | | | | $497,857.55 |

| | | |
|---|---|---|
| Flagging (57½% of Contractor's Cost) | All Required (9%) | $ 900.00 |
| Clean and Reshape Ditch | All Required | 500.00 |
| | | $ 1,400.00 |
| **Utilities** | | |
| City of Portland, Water | All Required | 20,000.00 |
| | | $519,297.55 |

Oregon State Highway Department

Federal Aid
Project No. I-405-8(13)302

N.W. JOHNSON-S.W. MONTGOMERY SECTION OF THE

STADIUM FREEWAY IN MULTNOMAH COUNTY

P.S. & E. Estimate

Salem, Oregon, April 1, 1966

Type Code 7221
Roadway (Sta. 396+30 to Sta. 457+95)

| | | | | |
|---|---|---|---|---|
| Provide for Traffic | All Required | | | $ 210,000.00 |
| Clearing and Grubbing | All Required (89%) | | | 178,000.00 |
| General Excavation, Unclassified | 1,139,000 cu.yd. | $ | 0.90 | 1,025,100.00 |
| Finishing Roadbed and Slopes | All Required | | | 10,000.00 |
| Trench Excavation | 30,000*cu.yd. | | 5.00 | 150,000.00 |
| Special Backfill in Drains | 3,500 cu.yd. | | 6.00 | 21,000.00 |
| Furnishing and Placing Topsoil | 4,470 cu.yd. | | 3.50 | 15,645.00 |
| Watering | 270 M-gal. | | 3.00 | 810.00 |
| 3/4" - 0 Material in Stone Levling Course | 8,850 ton | | 3.00 | 26,550.00 |
| Plant-Mix Stone Base | 119,700 ton | | 3.00 | 359,100.00 |
| Bituminous Base Mixture | 10,700 ton | | 5.00 | 53,500.00 |
| Asphalt in Bituminous Base Mixture | 500 ton | | 32.00 | 16,000.00 |
| 3/4" - 0 Aggregate in Prime Coat | 750 cu.yd. | | 5.00 | 3,750.00 |
| RC-250 Asphalt in Prime Coat | 115 ton | | 55.00 | 6,325.00 |
| RS-1 Asphalt in Tack Coat | 4 ton | | 65.00 | 260.00 |
| Class "B" Asphaltic Concrete | 22,400 ton | | 6.50 | 145,600.00 |
| 8-inch Continuously Reinforced Concrete Pavement | 42,000 sq.yd. | | 7.50 | 315,000.00 |
| Special Steel Reinforcement | 16,000 lb. | | 0.12 | 1,920.00 |
| Pavement Terminal Anchors | 300 lin.ft. | | 12.00 | 3,600.00 |
| S.W. Market St. Water Main Relocation | All Required | | | 36,500.00 |
| S.W. Jefferson St. Water Mains Relocation | All Required | | | 48,000.00 |
| 6-inch Sewer Pipe | 100 lin.ft. | | 2.00 | 200.00 |
| 8-inch Sewer Pipe | 3,985 lin.ft. | | 2.25 | 8,966.25 |
| 10-inch Sewer Pipe | 675 lin.ft. | | 2.75 | 1,856.25 |
| 12-inch Sewer Pipe | 9,985 lin.ft. | | 4.40 | 43,934.00 |
| 15-inch Sewer Pipe | 4,420 lin.ft. | | 5.50 | 24,310.00 |
| 18-inch Sewer Pipe | 1,850 lin.ft. | | 6.00 | 11,100.00 |
| 21-inch Sewer Pipe | 1,550 lin.ft. | | 8.00 | 12,400.00 |
| 24-inch Sewer Pipe | 300 lin.ft. | | 10.50 | 3,150.00 |
| 27-inch Sewer Pipe | 940*lin.ft. | | 12.00 | 11,280.00 |
| 30-inch Sewer Pipe | 740*lin.ft. | | 13.00 | 9,620.00 |
| 36-inch Sewer Pipe | 2,300*lin.ft. | | 16.00 | 36,800.00 |

| | | | |
|---|---|---|---|
| 42-inch Sewer Pipe | 1,250 lin.ft. | $ 19.00 | $ 23,750.00 |
| 6-inch Drain Pipe | 2,400 lin.ft. | 2.00 | 4,800.00 |
| 8-inch Drain Pipe | 20,500 lin.ft. | 2.50 | 51,250.00 |
| 12-inch Drain Pipe | 280 lin.ft. | 3.75 | 1,050.00 |
| Class "A" Concrete in Sewers | 140 cu.yd. | 50.00 | 7,000.00 |
| Metal Reinforcement in Sewers | 36,640 lb. | 0.20 | 7,328.00 |
| Extra for House Connections | 7 only | 100.00 | 700.00 |
| Extra for Pipe Under Railroad | All Required | | 300.00 |
| Class "A" Concrete in Monolithic Sewers | 170 cu.yd. | 60.00 | 10,200.00 |
| Metal Reinforcement in Monolithic Sewers | 25,600 lb. | 0.15 | 3,840.00 |
| Granular Backfill in Abandoned Sewers | 250 cu.yd. | 10.00 | 2,500.00 |
| Concrete Manholes, 12-feet or less deep | 68 only | 350.00 | 23,800.00 |
| Concrete Manholes, over 12-feet deep | 16 only | 500.00 | 8,000.00 |
| Step Manholes | 2 only | 1,200.00 | 2,400.00 |
| Special Step Manholes | 2 only | 2,500.00 | 5,000.00 |
| Diversion Manholes | 1 only | 2,000.00 | 2,000.00 |
| Special Tanner Cr. Step Manhole | 1 only | 2,000.00 | 2,000.00 |
| Slope Protectors | 6 only | 200.00 | 1,200.00 |
| Concrete Inlets, Type "C" | 8 only | 100.00 | 800.00 |
| Concrete Inlets, Type "C-1" | 75 only | 110.00 | 8,250.00 |
| Concrete Inlets, Type "CC-1" | 22 only | 125.00 | 2,750.00 |
| Concrete Inlets, Type Curb | 8 only | 100.00 | 800.00 |
| Concrete Inlets, Type "P" | 60 only | 110.00 | 6,600.00 |
| Concrete Inlets, Type "B" | 12 only | 110.00 | 1,320.00 |
| Concrete Inlets, Type "C-2M" | 1 only | 135.00 | 135.00 |
| Adjusting Manholes | 12 only | 110.00 | 1,320.00 |
| Reconstructing Concrete Manholes | 10 only | 250.00 | 2,500.00 |
| Reconstructing Special Snow Manhole | 1 only | 300.00 | 300.00 |
| Capping Manholes | 1 only | 110.00 | 110.00 |
| Concrete Curbs | 1,700 cu.yd. | 40.00 | 68,000.00 |
| Concrete Islands and Traffic Separators | 125 cu.yd. | 35.00 | 4,375.00 |
| Concrete Driveways | 570 sq.yd. | 4.00 | 2,280.00 |
| Concrete Walks and Surfacings | 7,450 sq.yd. | 3.50 | 26,075.00 |
| A.C. Conc. Curbs | 160 lin.ft. | 1.00 | 160.00 |
| A.C. Conc. Walks | 13,900 sq.yd. | 1.50 | 20,850.00 |
| A.C. Conc. Traffic Markers | 110 lin.ft. | 1.00 | 110.00 |
| Guide Posts, W-1 | 10 only | 7.50 | 75.00 |
| Guide Posts, Y-2 | 240 only | 8.00 | 1,920.00 |
| Guide Posts, Y-3 | 6 only | 9.00 | 54.00 |
| Guard Rail | 12,500 lin.ft. | 2.65 | 33,125.00 |
| Type 2 Barricade | 2,700 lin.ft. | 3.00 | 8,100.00 |
| Rail End Pieces | 35 only | 5.00 | 175.00 |
| Guard Rail Blocks | 1,130 only | 1.75 | 1,977.50 |
| Extra for Painting Rails | 15,300 lin.ft. | 0.15 | 2,295.00 |
| Salvaging Guard Rail | 110 lin.ft. | 0.75 | 82.50 |

| | | | | |
|---|---|---|---|---|
| Salvaging Type 2 Barricade | 1,440 | lin.ft. | $ 1.00 | $ 1,440.00 |
| Salvaging Portable Barricades | 5 | only | 15.00 | 75.00 |
| Guard Rail-Salvaged Guard Rail | 110 | lin.ft. | 1.50 | 165.00 |
| Guard Rail-Salvaged Type 2 Barricade | 1,440 | lin.ft. | 1.25 | 1,800.00 |
| 6' Chain Link Fence | 1,400 | lin.ft. | 2.00 | 2,800.00 |
| 6' x 4' Chain Link Gates | 14 | only | 70.00 | 980.00 |
| Salvaging 6' Chain Link Fence | 2,950 | lin.ft. | 0.50 | 1,475.00 |
| 6' Chain Link Fence-Salvaged 6' Chain Link Fence | 2,950 | lin.ft. | 1.20 | 3,540.00 |
| Roadside Seeding | 20 | acre | 160.00 | 3,200.00 |
| Roadside Mulching | 20 | acre | 250.00 | 5,000.00 |
| Grass Seed, Annual Ryegrass | 300 | lb. | 0.50 | 150.00 |
| Inorganic Fertilizer, 10-16-8 | 80 | cwt. | 6.00 | 480.00 |
| 3/4"-inch Steel Water Pipe | 2,040 | lin.ft. | 0.60 | 1,224.00 |
| 1-inch Steel Water Pipe | 3,200 | lin.ft. | 0.80 | 2,560.00 |
| 1¼-inch Steel Water Pipe | 840 | lin.ft. | 1.00 | 840.00 |
| 1½-inch Steel Water Pipe | 170 | lin.ft. | 1.20 | 204.00 |
| 2-inch Steel Water Pipe | 1,500 | lin.ft. | 1.40 | 2,100.00 |
| 2½-inch Steel Water Pipe | 420 | lin.ft. | 1.60 | 672.00 |
| 1½-inch Electrical Conduit | 25 | lin.ft. | 1.00 | 25.00 |
| 1½-inch Electrical Conduit | 50 | lin.ft. | 2.00 | 100.00 |
| 2-inch Electrical Conduit | 970 | lin.ft. | 3.00 | 2,910.00 |
| 4-inch Sewer Pipe | 240 | lin.ft. | 2.50 | 600.00 |
| 3/4-inch Quick Coupling Hose Valves | 110 | only | 6.00 | 660.00 |
| 1/2-inch Manual Drain Valves | 15 | only | 5.00 | 75.00 |
| Concrete Median Planters | 275 | only | 100.00 | 27,500.00 |
| Concrete Planting Tiles | 700 | only | 1.50 | 1,050.00 |
| **Retaining Walls** | | | | |
| Shoring, Cribbing, etc. | All | Required | | $ 300,000.00 |
| Structural Excavation | 151,000 | cu.yd. | $ 2.50 | 377,500.00 |
| Structural Excavation Below Elevation Shown | 5,000 | cu.yd. | 4.00 | 20,000.00 |
| Special Backfill | 60,950 | cu.yd. | 4.00 | 243,800.00 |
| Test Piles | 6 | only | 500.00 | 3,000.00 |
| Furnish Treated Timber Piling | 40,540 | lin.ft. | 1.80 | 72,972.00 |
| Drive Timber Piles | 2,038 | only | 50.00 | 101,900.00 |
| Class "A" Concrete | 31,400 | cu.yd. | 65.00 | 2,041,000.00 |
| Metal Reinforcement | 3,610,000 | lb. | 0.14 | 505,400.00 |
| Metal Parapet Railing, Single Pipe | 2,735 | lin.ft. | 6.00 | 16,410.00 |
| Metal Parapet Railing, Two Pipe | 3,948 | lin.ft. | 8.00 | 31,584.00 |
| 3/4-inch Electrical Conduit | 170 | lin.ft. | 1.00 | 170.00 |
| 1-inch Electrical Conduit | 125 | lin.ft. | 1.20 | 150.00 |
| 1¼-inch Electrical Conduit | 40 | lin.ft. | 1.20 | 48.00 |
| 1½-inch Electrical Conduit | 90 | lin.ft. | 1.50 | 135.00 |

| | | | | |
|---|---|---|---|---|
| **Signing** | | | | |
| Sign Support Footings | All Required (63%) | | | $ 14,175.00 |
| Pipe Sign Posts | All Required | | | 150.00 |
| Single Sign Support | All Required | | | 230.00 |
| Luminaire Mounts | All Required | | | 620.00 |
| Structure Mounts-Control Signs | All Required | | | 250.00 |
| Structure Mounts-Street Name Signs | All Required | | | 1,550.00 |
| Structure Mounts-Guide Signs | All Required | | | 7,000.00 |
| Butterfly Sign Structure | All Required | | | 1,750.00 |
| Cantilever Sign Structures | All Required (32%) | | | 13,184.00 |
| Sign Bridge Structure | All Required | | | 8,300.00 |
| Ell Sign Bridge Structures | All Required | | | 25,300.00 |
| Sign Illumination Equipment | All Required (86%) | | | 44,376.00 |
| Painted Wood Sign Posts | All Required | | | 280.00 |
| Type "A" Signs in Place | 4,633 sq.ft. | $ | 6.25 | 28,956.25 |
| Type "C", "D" & "R" Signs in Place | 614 sq.ft. | | 3.50 | 2,149.00 |
| Type "E", "F" & "M" Signs in Place | 147 sq.ft. | | 4.00 | 588.00 |
| Sign Covers | 1,648 sq.ft. | | 0.75 | 1,236.00 |
| **Illumination** | | | | |
| Roadway Illumination, Complete | All Required | | | 128,000.00 |
| | | | | $7,195,721.75 |
| Flagging (57½% of Contractor's Cost) | All Required (91%) | | | 9,100.00 |
| Detour Signing | All Required | | | 10,000.00 |
| Detour Striping | All Required | | | 3,000.00 |
| Detour Lighting | All Required | | | 5,000.00 |
| Plastic Lane Markers | All Required | | | 10,000.00 |
| Permanent Striping | All Required | | | 2,000.00 |
| | | | | $ 39,100.00 |
| **Utilities** | | | | |
| Work by City of Portland, Traffic | All Required | | | $ 50,000.00 |
| Work by City of Portland, Water | | | | 230,000.00 |
| Work by City of Portland, Fire | All Required | | | 15,000.00 |
| | | | | $ 295,000.00 |
| | Subtotal | | | $7,529,821.75 |
| | 10% Engr. & Cont. | | | 752,981.25 |
| | Total | | | $8,282,803.00 |
| City of Portland's Share of Increase in Sewer Pipe Size | All Required | | | (24,091.00) |
| | | | | $8,258,712.00 |

| | | |
|---|---|---|
| * Relocation of P.G.E. Company | All Required | $ 48,025.00 |

* Relocation of P.G.E. Co. will be left in P.S. & E. status as nonparticipating until such time as eligibility is established. It isn't included in any totals as yet.

Type Code Y031
Traffic Signals

| | | |
|---|---|---|
| Traffic Signal Installation, Complete | All Required | $ 13,800.00 |
| | Subtotal | $ 13,800.00 |
| | 10% Engr. & Cont. | 1,380.00 |
| | | $ 15,180.00 |

Type Code X721
N.W. Glisan St. U'xing (No. 9276)(Sta. 402+82.40)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (4%) | | $ 10,000.00 |
| Structural Excavation | 1,100 cu.yd. | $ 3.50 | 3,850.00 |
| Structural Excavation Below Elevation Shown | 110 cu.yd. | 5.00 | 550.00 |
| Special Backfill | 270 cu.yd. | 4.00 | 1,080.00 |
| Furnish Treated Timber Piling | 4,330 lin.ft. | 1.80 | 7,794.00 |
| Drive Timber Piles | 202 only | 50.00 | 10,100.00 |
| Class "A" Concrete (1,138 C.Y. @ $80.00) | All Req. (4%) | | 102,182.40 |
| Metal Reinforcement (197,500 Lbs. @ $0.13) | All Req. (3%) | | 28,037.10 |
| Metal Parapet Railing, Two Pipe | 357 lin.ft. | 8.00 | 2,856.00 |
| 1-inch Electrical Conduit | 250 lin.ft. | 1.10 | 275.00 |
| 1-1/4-inch Electrical Conduit | 100 lin.ft. | 1.20 | 120.00 |
| 2-inch Electrical Conduit | 160 lin.ft. | 2.00 | 320.00 |
| Install P.G.E. Conduit | All Req. | | 300.00 |
| Install P.P. & L. Conduit | All Req. | | 300.00 |
| | | | $167,764.50 |

Type Code X721
N.W. Everett St. U'xing (No. 9277)(Sta. 408+01.75)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 3,700 cu.yd. | $ 3.50 | 12,950.00 |
| Structural Excavation Below Elevation Shown | 370 cu.yd. | 5.00 | 1,850.00 |
| Special Backfill | 1,050 cu.yd. | 4.00 | 4,200.00 |
| Class "A" Concrete (1,536 C.Y. @ $80.00) | All Req. (5%) | | 127,728.00 |
| Metal Reinforcement (409,100 Lbs. @ $0.13) | All Req. (6%) | | 56,074.20 |
| Metal Parapet Railing, Two Pipe | 396 lin.ft. | 8.00 | 3,168.00 |
| 1-inch Electrical Conduit | 260 lin.ft. | 1.10 | 286.00 |
| 1-1/4-inch Electrical Conduit | 260 lin.ft. | 1.20 | 312.00 |
| 2-inch Electrical Conduit | 200 lin.ft. | 2.00 | 400.00 |
| Install Telephone Conduit | All Req. | | 800.00 |
| Install P.G.E. Conduit | All Req. | | 600.00 |
| Install Water Lines | All Req. (16%) | | 1,600.00 |
| | | | $222,468.20 |

Type Code X721
N.W. Couch St. U'xing (No. 9278)(Sta. 413+31.81)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (4%) | | $ 10,000.00 |
| Structural Excavation | 1,160 cu.yd. | $ 3.50 | 4,060.00 |
| Structural Excavation Below Elevation Shown | 120 cu.yd. | 5.00 | 600.00 |
| Special Backfill | 240 cu.yd. | 4.00 | 960.00 |

| | | | |
|---|---|---|---|
| Test Piles | 2 only | $500.00 | $ 1,000.00 |
| Furnish Treated Timber Piling | 765 lin.ft. | 1.80 | 1,377.00 |
| Drive Timber Piles | 51 only | 50.00 | 2,550.00 |
| Furnish 10 BP 42 Steel Piling | 1,980 lin.ft. | 5.00 | 9,900.00 |
| Drive Steel Piles | 66 only | 50.00 | 3,300.00 |
| Splice Steel Piles | 17 only | 40.00 | 680.00 |
| Class "A" Concrete (1,017 C.Y. @ $80.00) | All Req. (3%) | | 76,636.80 |
| Metal Reinforcement (245,700 Lbs. @ $0.13) | All Req. (4%) | | 37,382.80 |
| Metal Parapet Railing, Two Pipe | 262 lin.ft. | 8.00 | 2,096.00 |
| 1-1/4-inch Electrical Conduit | 140 lin.ft. | 1.20 | 168.00 |
| 2-inch Electrical Conduit | 190 lin.ft. | 2.00 | 380.00 |
| Install P.G.E. Conduit | All Req. | | 400.00 |
| Install Water Lines | All Req. (1%) | | 900.00 |
| | | | $152,390.60 |

Type Code X721
S.W. Burnside St. U'xing (No. 9281)(Sta. 416+06.05)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (4%) | | $ 10,000.00 |
| Structural Excavation | 1,060 cu.yd. | $ 3.50 | 3,710.00 |
| Structural Excavation Below Elevation Shown | 110 cu.yd. | 5.00 | 550.00 |
| Special Backfill | 380 cu.yd. | 4.00 | 1,520.00 |
| Drilling Pile Holes | 800 lin.ft. | 6.00 | 4,800.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish 10 BP 42 Steel Piling | 2,985 lin.ft. | 5.00 | 14,925.00 |
| Drive Steel Piles | 113 only | 50.00 | 5,650.00 |
| Splice Steel Piles | 28 only | 40.00 | 1,120.00 |
| Class "A" Concrete (556 C.Y. @ $80.00) | All Req. (2%) | | 51,091.20 |
| Class "AA" Concrete (580 C.Y. @ $120.00) | All Req. | | 69,600.00 |
| Metal Reinforcement (175,500 Lbs. @ $0.13) | All Req. (2%) | | 18,691.40 |
| Metal Parapet Railing, Single Pipe | 4 lin.ft. | 6.00 | 24.00 |
| Metal Parapet Railing, Two Pipe | 360 lin.ft. | 8.00 | 2,880.00 |
| 1-1/4-inch Electrical Conduit | 140 lin.ft. | 1.20 | 168.00 |
| 2-inch Electrical Conduit | 170 lin.ft. | 2.00 | 340.00 |
| | | | $186,069.60 |

Type Code X723
"14th & Off" Rigid Frame (No. 9280)(Sta. 413+75.27)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 200 cu.yd. | $ 3.50 | 700.00 |
| Structural Excavation Below Elevation Shown | 20 cu.yd. | 5.00 | 100.00 |
| Special Backfill | 550 cu.yd. | 4.00 | 2,200.00 |

| | | | |
|---|---|---|---|
| Furnish Treated Timber Piling | 2,325 lin.ft. | $ 1.80 | $ 4,185.00 |
| Drive Timber Piles | 155 lin.ft. | 50.00 | 7,750.00 |
| Class "A" Concrete (604 C.Y. @ $80.00) | All Req. (2%) | | 51,091.20 |
| Metal Reinforcement (122,100 Lbs. @ $0.13) | All Req. (2%) | | 18,691.40 |
| Metal Parapet Railing, Two Pipe | 155 lin.ft. | 8.00 | 1,240.00 |
| 3/4-inch Electrical Conduit | 30 lin.ft. | 1.00 | 30.00 |
| 1-1/4-inch Electrical Conduit | 20 lin.ft. | 1.20 | 24.00 |
| 2-inch Electrical Conduit | 10 lin.ft. | 2.00 | 20.00 |
| | | | $ 98,531.60 |

Type Code X723
"16th On" Line Rigid Frame (No. 9279)(Sta. 412+30)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (7%) | | $ 17,500.00 |
| Structural Excavation | 1,300 cu.yd. | $ 3.50 | 4,550.00 |
| Structural Excavation Below Elevation Shown | 130 cu.yd. | 5.00 | 650.00 |
| Special Backfill | 3,180 cu.yd. | 4.00 | 12,720.00 |
| Drilling Pile Holes | 400 cu.yd. | 6.00 | 2,400.00 |
| Furnish 10 BP 42 Steel Piling | 2,000 lin.ft. | 5.00 | 10,000.00 |
| Drive Steel Piles | 100 only | 50.00 | 5,000.00 |
| Splice Steel Piles | 25 only | 40.00 | 1,000.00 |
| Class "A" Concrete (2,430 C.Y. @ $80.00) | All Req. (8%) | | 204,364.80 |
| Metal Reinforcement (503,400 Lbs. @ $0.13) | All Req. (7%) | | 65,419.90 |
| Metal Parapet Railing, Two Pipe | 125 lin.ft. | 8.00 | 1,000.00 |
| 3/4-inch Electrical Conduit | 790 lin.ft. | 1.00 | 790.00 |
| | | | $325,394.70 |

Type Code X741
S.W. 14th Ave. & Alder St. U'xing (No. 9282)(Sta. 420+48.72)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (8%) | | $ 20,000.00 |
| Structural Excavation | 14,600 cu.yd. | $ 3.50 | 51,100.00 |
| Structural Excavation Below Elevation Shown | 1,400 cu.yd. | 5.00 | 7,000.00 |
| Special Backfill | 4,700 cu.yd. | 4.00 | 18,800.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,910 lin.ft. | 1.80 | 3,438.00 |
| Drive Timber Piles | 87 only | 50.00 | 4,350.00 |
| Class "A" Concrete (3,760 C.Y. @ $80.00) | All Req. (11%) | | 281,001.60 |
| Metal Reinforcement (656,500 Lbs. @ $0.13) | All Req. (9%) | | 84,111.30 |
| Structural Steel (1,044,000 Lbs. @ $0.32) | All Req. (47%) | | 335,993.60 |
| Metal Parapet Railing, Two Pipe | 980 lin.ft. | 8.00 | 7,840.00 |

| | | | |
|---|---|---|---|
| 3/4-inch Electrical Conduit | 80 lin.ft. | $ 1.00 | $ 80.00 |
| 1-inch Electrical Conduit | 190 lin.ft. | 1.10 | 209.00 |
| 1-1/4-inch Electrical Conduit | 800 lin.ft. | 1.20 | 960.00 |
| 2-inch Electrical Conduit | 270 lin.ft. | 2.00 | 540.00 |
| Install Telephone Conduit | All Req. | | 900.00 |
| Install P.G.E. Conduit | All Req. | | 600.00 |
| Install Water Lines | All Req. (9%) | | 900.00 |
| | | | $18,823.50 |

Type Code X721
S.W. Morrison St. U'xing (No. 9283)(Sta. L 423+18.31)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 2,100 cu.yd. | $ 3.50 | 7,350.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | 5.00 | 1,050.00 |
| Special Backfill | 950 cu.yd. | 4.00 | 3,800.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,170 lin.ft. | 1.80 | 2,106.00 |
| Drive Timber Piles | 53 only | 50.00 | 2,650.00 |
| Class "A" Concrete (1,411 C.Y. @ $80.00) | All Req. (4%) | | 102,182.40 |
| Metal Reinforcement (333,100 Lbs. @ $0.13) | All Req. (5%) | | 46,728.50 |
| Metal Parapet Railing, Two Pipe | 423 lin.ft. | 8.00 | 3,384.00 |
| 1-1/4-inch Electrical Conduit | 270 lin.ft. | 1.20 | 324.00 |
| Install Telephone Conduit | All Req. | | 300.00 |
| Install P.G.E. Conduit | All Req. | | 400.00 |
| Install P.P. & L. Conduit | All Req. | | 300.00 |
| Install P.P. & L. Steam Line | All Req. | | 1,000.00 |
| Install Water Lines | All Req. (16%) | | 1,600.00 |
| | | | $186,674.90 |

Type Code X721
S.W. Yamhill St. U'xing (No. 9284)(Sta. 425+78.93)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 2,160 cu.yd. | $ 3.50 | 7,560.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | 5.00 | 1,050.00 |
| Special Backfill | 1,000 cu.yd. | 4.00 | 4,000.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,565 lin.ft. | 1.80 | 2,817.00 |
| Drive Timber Piles | 70 only | 50.00 | 3,500.00 |
| Class "A" Concrete (1,453 C.Y. @ $80.00) | All Req. (5%) | | 127,728.00 |
| Metal Reinforcement (337,400 Lbs. @ $0.13) | All Req. (5%) | | 46,728.50 |
| Metal Parapet Railing, Two Pipe | 467 lin.ft. | 8.00 | 3,736.00 |
| 1-inch Electrical Conduit | 35 lin.ft. | 1.10 | 38.50 |

| | | | |
|---|---|---|---|
| 1-1/4-inch Electrical Conduit | 300 lin.ft. | $ 1.20 | $ 360.00 |
| Install P.G.E. Conduit | All Req. | | 500.00 |
| Install P.P. & L. Steam Line | All Req. | | 1,000.00 |
| Install Water Lines | All Req. (9%) | | 900.00 |
| | | | $213,418.00 |

Type Code X721
S.W. Taylor St. U'xing (No. 9249)(Sta. 428+33.67)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (6%) | | $ 15,000.00 |
| Structural Excavation | 6,300 cu.yd. | $ 3.50 | 22,050.00 |
| Structural Excavation Below Elevation Shown | 630 cu.yd. | 5.00 | 3,150.00 |
| Special Backfill | 2,950 cu.yd. | 4.00 | 11,800.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 2,275 lin.ft. | 1.80 | 4,095.00 |
| Drive Timber Piles | 66 only | 50.00 | 3,300.00 |
| Class "A" Concrete (2,319 C.Y. @ $80.00) | All Req. (7%) | | 178,819.20 |
| Metal Reinforcement (511,000 Lbs. @ $0.13) | All Req. (7%) | | 65,419.90 |
| Metal Parapet Railing, Two Pipe | 700 lin.ft. | 8.00 | 5,600.00 |
| 3/4-inch Electrical Conduit | 80 lin.ft. | 1.00 | 80.00 |
| 1-inch Electrical Conduit | 270 lin.ft. | 1.10 | 297.00 |
| 1-1/4-inch Electrical Conduit | 130 lin.ft. | 1.20 | 156.00 |
| Install P.G.E. Conduit | All Required | | 200.00 |
| Install Water Lines | All Req. (9%) | | 900.00 |
| | | | $311,867.10 |

Type Code X721
S.W. Salmon St. U'xing (No. 9250)(Sta. 430+98.24)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 4,060 cu.yd. | $ 3.50 | 14,210.00 |
| Structural Excavation Below Elevation Shown | 410 cu.yd. | 5.00 | 2,050.00 |
| Special Backfill | 1,150 cu.yd. | 4.00 | 4,600.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,380 lin.ft. | 1.80 | 2,484.00 |
| Drive Timber Piles | 46 only | 50.00 | 2,300.00 |
| Class "A" Concrete (1,805 C.Y. @ $80.00) | All Req. (6%) | | 153,273.60 |
| Metal Reinforcement (459,600 Lbs. @ $0.13) | All Req. (6%) | | 56,074.20 |
| Metal Parapet Railing, Two Pipe | 484 lin.ft. | 8.00 | 3,872.00 |
| 1-inch Electrical Conduit | 260 lin.ft. | 1.10 | 286.00 |
| 1-1/4-inch Electrical Conduit | 240 lin.ft. | 1.20 | 288.00 |
| Install Telephone Conduit | All Req. | | 400.00 |
| Install P.G.E. Conduit | All Req. | | 400.00 |
| Install Water Lines | All Req. (9%) | | 900.00 |
| | | | $254,637.80 |

Type Code X721
"14th Off" Line U'xing (No. 9251)(Sta. 433+38.53)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 4,160 cu.yd. | $ 3.50 | 14,560.00 |
| Structural Excavation Below Elevation Shown | 420 cu.yd. | 5.00 | 2,100.00 |
| Special Backfill | 1,100 cu.yd. | 4.00 | 4,400.00 |
| Furnish Treated Timber Piling | 420 lin.ft. | 1.80 | 756.00 |
| Drive Timber Piles | 21 only | 50.00 | 1,050.00 |
| Class "A" Concrete (1,559 C.Y. @ $80.00) | All Req. (5%) | | 127,728.00 |
| Metal Reinforcement (386,600 Lbs. @ $0.13) | All Req. (5%) | | 46,728.50 |
| Metal Parapet Railing, Two Pipe | 525 lin.ft. | 8.00 | 4,200.00 |
| 1-1/4-inch Electrical Conduit | 260 lin.ft. | 1.20 | 312.00 |
| | | | $214,334.50 |

Type Code X741
S.W. Jefferson St. U'xing (No. 9252)(Sta. 438+80.33)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 3,000 cu.yd. | $ 3.50 | 10,500.00 |
| Structural Excavation Below Elevation Shown | 300 cu.yd. | 5.00 | 1,500.00 |
| Special Backfill | 870 cu.yd. | 4.00 | 3,480.00 |
| Class "A" Concrete (1,100 C.Y. @ $80.00) | All Req. (3%) | | 76,636.80 |
| Metal Reinforcement (174,000 Lbs. @ $0.13) | All Req. (2%) | | 18,691.40 |
| Structural Steel (559,100 Lbs. @ $0.32) | All Req. (25%) | | 178,720.00 |
| Metal Parapet Railing, Two Pipe | 485 lin.ft. | 8.00 | 3,880.00 |
| 1-inch Electrical Conduit | 225 lin.ft. | 1.10 | 247.50 |
| 1-1/4-inch Electrical Conduit | 240 lin.ft. | 1.20 | 288.00 |
| 2-inch Electrical Conduit | 400 lin.ft. | 2.00 | 800.00 |
| Install Telephone Conduit | All Req. | | 1,200.00 |
| Install P.G.E. Conduit | All Req. | | 1,500.00 |
| Install P.P. & L. Conduit | All Req. | | 500.00 |
| Install Water Lines | All Req. (14%) | | 1,400.00 |
| | | | $311,843.70 |

Type Code X741
S.W. Columbia St. U'xing (No. 9253)(Sta. 441+38.29)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 4,000 cu.yd. | $ 3.50 | 14,000.00 |
| Structural Excavation Below Elevation Shown | 400 cu.yd. | 5.00 | 2,000.00 |
| Special Backfill | 1,100 cu.yd. | 4.00 | 4,400.00 |
| Class "A" Concrete (1,320 C.Y. @ $80.00) | All Req. (4%) | | 102,182.40 |

| | | | |
|---|---|---|---|
| Metal Reinforcement (207,700 Lbs. @ $0.13) | All Req. (3%) | | $ 28,037.10 |
| Structural Steel (630,900 Lbs. @ $0.32) | All Req. (28%) | | 200,166.40 |
| Metal Parapet Railing, Two Pipe | 500 lin.ft. | $ 8.00 | 4,000.00 |
| 3/4-inch Electrical Conduit | 150 lin.ft. | 1.00 | 150.00 |
| 1-inch Electrical Conduit | 20 lin.ft. | 1.10 | 22.00 |
| 1-1/4-inch Electrical Conduit | 270 lin.ft. | 1.20 | 324.00 |
| 2-inch Electrical Conduit | 300 lin.ft. | 2.00 | 600.00 |
| Install Telephone Conduit | All Req. | | 1,200.00 |
| Install P.G.E. Conduit | All Req. | | 1,500.00 |
| Install P.P. & L. Conduit | All Req. | | 500.00 |
| Install Water Lines | All Req. (9%) | | 900.00 |
| | | | $372,481.90 |

Type Code X723
"T" Line Rigid Frame (No. 9254A)(Sta. 446+00 Left)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 400 cu.yd. | $ 3.50 | 1,400.00 |
| Structural Excavation Below Elevation Shown | 40 cu.yd. | 5.00 | 200.00 |
| Special Backfill | 2,100 cu.yd. | 4.00 | 8,400.00 |
| Class "A" Concrete (1,624 C.Y. @ $80.00) | All Req. (5%) | | 127,728.00 |
| Metal Reinforcement (350,000 Lbs. @ $0.13) | All Req. (5%) | | 46,728.50 |
| Metal Parapet Railing, Single Pipe | 36 lin.ft. | 6.00 | 216.00 |
| Metal Parapet Railing, Two Pipe | 116 lin.ft. | 8.00 | 928.00 |
| 3/4-inch Electrical Conduit | 220 lin.ft. | 1.00 | 220.00 |
| 1-inch Electrical Conduit | 110 lin.ft. | 1.10 | 121.00 |
| | | | $198,441.50 |

Type Code X223
"CN" Line Rigid Frame (No. 9254B)(Sta. 444+75)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (7%) | | $ 17,500.00 |
| Structural Excavation | 540 cu.yd. | $ 3.50 | 1,890.00 |
| Structural Excavation Below Elevation Shown | 50 cu.yd. | 5.00 | 250.00 |
| Special Backfill | 2,760 cu.yd. | 4.00 | 11,040.00 |
| Class "A" Concrete (2,859 C.Y. @ $80.00) | All Req. (9%) | | 229,910.40 |
| Metal Reinforcement (537,000 Lbs. @ $0.13) | All Req. (7%) | | 65,419.90 |
| Metal Parapet Railing, Single Pipe | 42 lin.ft. | 6.00 | 252.00 |
| 3/4-inch Electrical Conduit | 750 lin.ft. | 1.00 | 750.00 |
| 1-1/4-inch Electrical Conduit | 190 lin.ft. | 1.20 | 228.00 |
| | | | $327,240.30 |

Type Code X721
S.W. Clay St. U'xing (No. 9254C)(Sta.444+13.98)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | | $ 12,500.00 |
| Structural Excavation | 1,760 cu.yd. | $ | 3.50 | 6,160.00 |
| Structural Excavation Below Elevation Shown | 180 cu.yd. | | 5.00 | 900.00 |
| Special Backfill | 630 cu.yd. | | 4.00 | 2,520.00 |
| Furnish Treated Timber Piling | 5,230 lin.ft. | | 1.80 | 9,414.00 |
| Drive Timber Piles | 240 only | | 50.00 | 12,000.00 |
| Class "A" Concrete (1,485 C.Y. @ $80.00) | All Required (5%) | | | 127,728.00 |
| Metal Reinforcement (438,600 Lbs. @ $0.13) | All Required (6%) | | | 56,074.20 |
| Metal Parapet Railing, Single Pipe | 719 lin.ft. | | 6.00 | 4,314.00 |
| 1-1/4-inch Electrical Conduit | 380 lin.ft. | | 1.20 | 456.00 |
| | | | | $ 232,066.20 |

Type Code X721
S.W. Market St. U'xing (No. 9254D)(Sta. 446+92.92)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | | $ 12,500.00 |
| Structural Excavation | 2,800 cu.yd. | $ | 3.50 | 9,800.00 |
| Structural Excavation Below Elevation Shown | 280 cu.yd. | | 5.00 | 1,400.00 |
| Special Backfill | 800 cu.yd. | | 4.00 | 3,200.00 |
| Test Piles | 2 only | | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 5,285 lin.ft. | | 1.80 | 9,513.00 |
| Drive Timber Piles | 238 only | | 50.00 | 11,900.00 |
| Class "A" Concrete (1,257 C.Y. @ $80.00) | All Required (4%) | | | 102,182.40 |
| Metal Reinforcement (277,600 Lbs. @ $0.13) | All Required (4%) | | | 37,382.80 |
| Metal Parapet Railing, Single Pipe | 505 lin.ft. | | 6.00 | 3,030.00 |
| 1-inch Electrical Conduit | 80 lin.ft. | | 1.10 | 88.00 |
| 1-1/4-inch Electrical Conduit | 300 lin.ft. | | 1.20 | 360.00 |
| | | | | $ 192,356.20 |

Type Code X721
"SC" Line U'xing (No. 9254E)(Sta. 449+68.17)

| | | | | |
|---|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (5%) | | | $ 12,500.00 |
| Structural Excavation | 2,100 cu.yd. | $ | 3.50 | 7,350.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | | 5.00 | 1,050.00 |
| Special Backfill | 220 cu.yd. | | 4.00 | 880.00 |
| Test Piles | 2 only | | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,535 lin.ft. | | 1.80 | 2,763.00 |
| Drive Timber Piles | 61 only | | 50.00 | 3,050.00 |

| | | | |
|---|---|---|---|
| Class "A" Concrete (2,697 C.Y. @ $80.00) | All Required (8%) | | $ 204,364.80 |
| Metal Reinforcement (866,600 Lbs. @ $0.13) | All Required (12%) | | 112,148.40 |
| Metal Parapet Railing, Single Pipe | 2,094 lin.ft. | $ 6.00 | 12,564.00 |
| 1-1/4-inch Electrical Conduit | 1,160 lin.ft. | 1.20 | 1,392.00 |
| | | | $ 359,062.20 |
| | Subtotal | | $5,145,867.00 |
| | 10% Engr. & Cont. | | 514,586.00 |
| | Total | | $5,660,453.00 |
| Pacific N.W. Bell Share of Cost | All Required | | $ (9,500.00) |
| Pacific N.W. Bell (Conduits) | All Required | | (4,800.00) |
| Portland General Electric (Conduits) | All Required | | (6,400.00) |
| Pacific Power & Light (Conduits & Steam Line) | All Required | | (3,600.00) |
| | | | $5,636,153.00 |

Length of Grading and Paving - - - - - - - 1.168 Miles
Length of Structures - - - - - - - - - - - 0.000 Mile
Total - - - - - - - - - - - - - - - - - - - 1.168 Miles
Cost of Roadway Per Mile - - - - - - - - - $7,070,815.00

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Grading & Paving | $ 8,258,712.00 | $ 7,618,690.00 | $ 640,022.00 |
| Traffic Signals | 15,180.00 | 14,000.00 | 1,180.00 |
| Structures | 5,636,153.00 | 5,199,310.00 | 436,843.00 |
| | $13,910,045.00 | $12,832,000.00 | $1,078.045.00 |

## N.W. JOHNSON-S.W. MONTGOMERY SECTION

### Reimbursement from City of Portland for increase in sewer pipe size

**Design Size**

| | | | |
|---|---|---|---|
| Trench Excavation | 3,037 cu.yd. | $ 5.00 | $ 15,185.00 |
| 18-inch Sewer Pipe | 788 lin.ft. | 6.00 | 4,728.00 |
| 21-inch Sewer Pipe | 1,016 lin.ft. | 8.00 | 8,128.00 |
| 24-inch Sewer Pipe | 260 lin.ft. | 10.50 | 2,730.00 |
| | | | $ 30,871.00 |

**Size Requested by City of Portland**

| | | | |
|---|---|---|---|
| Trench Excavation | 4,910 cu.yd. | 5.00 | $ 24,550.00 |
| 27-inch Sewer Pipe | 248 lin.ft. | 12.00 | 2,976.00 |
| 30-inch Sewer Pipe | 540 lin.ft. | 13.00 | 7,020.00 |
| 36-inch Sewer Pipe | 1,276 lin.ft. | 16.00 | 20,416.00 |
| | | | $ 54,962.00 |
| | | Credit due State | $ 24,091.00 |

## N.W. JOHNSON-S.W. MONTGOMERY SECTION

### State Work

| | | | | |
|---|---|---|---|---|
| Clearing and Grubbing | All Required (11%) | | | $ 22,000.00 |
| General Excavation, Unclassified | 4,600 | cu.yd. | $0.90 | 4,140.00 |
| Embankment Foundation Excavation, Unclassified | 600 | cu.yd. | 1.00 | 600.00 |
| Hauling and Placing Materials on Sunset Highway | 510,000 | cu.yd. | 0.75 | 382,500.00 |
| Trench Excavation | 9,000 | cu.yd. | 5.00 | 45,000.00 |
| Furnishing and Placing Topsoil | 230 | cu.yd. | 3.50 | 805.00 |
| Watering | 100 | M-gal. | 3.00 | 300.00 |
| 8-inch Sewer Pipe | 15 | lin.ft. | 2.25 | 33.75 |
| 10-inch Sewer Pipe | 15 | lin.ft. | 2.75 | 41.25 |
| 12-inch Sewer Pipe | 15 | lin.ft. | 4.40 | 66.00 |
| 15-inch Sewer Pipe | 480 | lin.ft. | 5.50 | 2,640.00 |
| 18-inch Sewer Pipe | 310 | lin.ft. | 6.00 | 1,860.00 |
| 30-inch Sewer Pipe | 400 | lin.ft. | 13.00 | 5,200.00 |
| 8-inch Drain Pipe | 700 | lin.ft. | 2.50 | 1,750.00 |
| Class "A" Concrete in Sewers | 70 | cu.yd. | 50.00 | 3,500.00 |
| Metal Reinforcement in Sewers | 3,360 | lb. | 0.20 | 672.00 |
| Extra for House Connections | 1 | only | 100.00 | 100.00 |
| Class "A" Concrete in Monolithic Sewers | 1,280 | cu.yd. | 60.00 | 76,800.00 |
| Metal Reinforcement in Monolithic Sewers | 136,400 | lb. | 0.15 | 20,460.00 |
| Granular Backfill in Abandoned Sewers | 1,450 | cu.yd. | 10.00 | 14,500.00 |
| Sand-Cement Slurry | 310 | cu.yd. | 30.00 | 9,300.00 |
| Concrete Manholes, 12-feet or Less Deep | 2 | only | 350.00 | 700.00 |
| Concrete Manholes, Over 12-feet deep | 2 | only | 500.00 | 1,000.00 |
| Offset Manholes | 3 | only | 3,000.00 | 9,000.00 |
| Concrete Inlets, Types "D" | 1 | only | 100.00 | 100.00 |
| Concrete Inlets, Special Grated | 8 | only | 125.00 | 1,000.00 |
| Concrete Inlets, Special Ditch | 2 | only | 100.00 | 200.00 |
| | | | | $604,268.00 |

### Retaining Walls

| | | | | |
|---|---|---|---|---|
| Special Backfill | 2,050 | cu.yd. | 4.00 | $ 8,200.00 |
| Class "A" Concrete | 600 | cu.yd. | 65.00 | 39,000.00 |
| Metal Reinforcement | 90,000 | lb. | 0.14 | 12,600.00 |
| | | | | $ 59,800.00 |

## State Work Cont.

### Signing

| | | | |
|---|---|---|---|
| Sign Support Footings | All Required (37%) | | $ 8,325.00 |
| Cantilever Sign Structures (14) | All Required (68%) | | 28,016.00 |
| Sign Illumination Equipment | All Required (14%) | | 7,224.00 |
| Type "A" Signs in Place | 971 sq.ft. | $6.25 | 6,068.75 |
| Type "C","D" & "R" Signs in Place | 9 sq.ft. | 3.50 | 31.50 |
| Type "E","F" & "H" Signs in Place | 47 sq.ft. | 4.00 | 188.00 |
| Sign Covers | 660 sq.ft. | 0.75 | 495.00 |
| | | | $ 50,348.25 |

| | | |
|---|---|---|
| Flagging (57½% of Contractors Cost) | All Required (9%) | $ 900.00 |
| Clean and Reshape Ditch | All Required | 500.00 |
| | | $ 1,400.00 |

### Utilities

| | | |
|---|---|---|
| City of Portland, Water | All Required | $ 20,000.00 |
| | | $735,816.25 |

Oregon State Highway Department

Federal Aid
Project No. I-405-8(13)302

N.W. JOHNSON-S.W. MONTGOMERY SECTION OF THE

STADIUM FREEWAY IN MULTNOMAH COUNTY

Revised P.S. & E. Estimate

Salem, Oregon, May 10, 1966

Type Code 7221
Roadway (Sta. 396+30 to Sta. 457+95)

| | | | | |
|---|---|---|---|---|
| Provide for Traffic | All Required | | | $ 210,000.00 |
| Clearing and Grubbing | All Required (89%) | | | 178,000.00 |
| General Excavation, Unclassified | 1,139,000 | cu.yd. | $ 0.90 | 1,025,100.00 |
| Finishing Roadbed and Slopes | All Required | | | 10,000.00 |
| Trench Excavation | 30,000* | cu.yd. | 5.00 | 150,000.00 |
| Special Backfill in Drains | 3,500 | cu.yd. | 6.00 | 21,000.00 |
| Furnishing and Placing Topsoil | 4,470 | cu.yd. | 3.50 | 15,645.00 |
| Watering | 270 | M-gal. | 3.00 | 810.00 |
| 3/4" - 0 Material in Stone Leveling Course | 8,850 | ton | 3.00 | 26,550.00 |
| Plant-Mix Stone Base | 119,700 | ton | 3.00 | 359,100.00 |
| Bituminous Base Mixture | 10,700 | tons | 5.00 | 53,500.00 |
| Asphalt in Bituminous Base Mixture | 500 | ton | 32.00 | 16,000.00 |
| 3/4" - 0 Aggregate in Prime Coat | 750 | cu.yd. | 5.00 | 3,750.00 |
| RC-250 Asphalt in Prime Coat | 115 | ton | 55.00 | 6,325.00 |
| RS-1 Asphalt in Tack Coat | 4 | ton | 65.00 | 260.00 |
| Class "B" Asphaltic Concrete | 22,400 | ton | 6.50 | 145,600.00 |
| 8-inch Continuously Reinforced Concrete Pavement | 42,000 | sq.yd. | 7.50 | 315,000.00 |
| Special Steel Reinforcement | 16,000 | lb. | 0.12 | 1,920.00 |
| Pavement Terminal Anchors | 300 | lin.ft. | 12.00 | 3,600.00 |
| S.W. Market St. Water Main Relocation | All Required | | | 36,500.00 |
| S.W. Jefferson St. Water Mains Relocation | All Required | | | 48,000.00 |
| 6-inch Sewer Pipe | 100 | lin.ft. | 2.00 | 200.00 |
| 8-inch Sewer Pipe | 3,985 | lin.ft. | 2.25 | 8,966.25 |
| 10-inch Sewer Pipe | 675 | lin.ft. | 2.75 | 1,856.25 |
| 12-inch Sewer Pipe | 9,985 | lin.ft. | 4.40 | 43,934.00 |
| 15-inch Sewer Pipe | 4,420 | lin.ft. | 5.50 | 24,310.00 |
| 18-inch Sewer Pipe | 1,850 | lin.ft. | 6.00 | 11,100.00 |
| 21-inch Sewer Pipe | 1,550 | lin.ft. | 8.00 | 12,400.00 |
| 24-inch Sewer Pipe | 300 | lin.ft. | 10.50 | 3,150.00 |
| 27-inch Sewer Pipe | 940* | lin.ft. | 12.00 | 11,280.00 |
| 30-inch Sewer Pipe | 740* | lin.ft. | 13.00 | 9,620.00 |
| 36-inch Sewer Pipe | 2,300* | lin.ft. | 16.00 | 36,800.00 |

| | | | | |
|---|---|---|---|---|
| 42-inch Sewer Pipe | 1,[illegible] | Lin.Ft. | $ 19.00 | $ 23,750.00 |
| 6-inch Drain Pipe | 2,[illegible] | Lin.Ft. | 2.00 | 4,000.00 |
| 8-inch Drain Pipe | 20,[illegible] | Lin.Ft. | 2.50 | 51,250.00 |
| 12-inch Drain Pipe | [illegible] | Lin.Ft. | 3.75 | 1,050.00 |
| Class "B" Concrete in Bents | [illegible] | Cu.Yd. | 50.00 | 7,000.00 |
| Metal Reinforcement in Bents | 36,[illegible] | Lbs. | 0.20 | 7,328.00 |
| Extra for Piling (Test Piles) | 7 | only | 100.00 | 700.00 | |
| Extra for Pipe Under Embankment | Lump | Sum | | 300.00 |
| Class "A" Concrete in Monolithic Sewer | 170 | cu.yd. | 60.00 | 10,200.00 |
| Metal Reinforcement in Monolithic Sewers | 25,600 | Lbs. | 0.15 | 3,840.00 |
| Granular Backfill in Abandoned Sewer | 250 | cu.yd. | 10.00 | 2,500.00 |
| Concrete Manholes, 12-foot or less deep | 68 | each | 350.00 | 23,800.00 |
| Concrete Manholes, over 12-foot deep | 16 | each | 500.00 | 8,000.00 |
| Steep Manholes | 2 | each | 1,200.00 | 2,400.00 |
| Special Steep Manholes | 2 | each | 2,500.00 | 5,000.00 |
| Junction Manholes | 1 | each | 2,000.00 | 2,000.00 |
| Special Sewer Cr. Steep Manhole | 1 | each | 2,000.00 | 2,000.00 |
| Steps Protectors | 6 | each | 200.00 | 1,200.00 |
| Concrete Inlets, Type "C" | 8 | each | 100.00 | 800.00 |
| Concrete Inlets, Type "C-1" | 75 | each | 110.00 | 8,250.00 |
| Concrete Inlets, Type "C-1" | 22 | each | 125.00 | 2,750.00 |
| Concrete Inlets, Type Curb | 6 | each | 100.00 | 600.00 |
| Concrete Inlets, Type "P" | 60 | each | 110.00 | 6,600.00 |
| Concrete Inlets, Type "B" | 12 | each | 110.00 | 1,320.00 |
| Concrete Inlets, Type "C-20" | 1 | each | 135.00 | 135.00 |
| Adjusting Manholes | 12 | each | 110.00 | 1,320.00 |
| Reconstructing Concrete Manholes | 10 | each | 250.00 | 2,500.00 |
| Reconstructing Special Sewer Manhole | 1 | each | 300.00 | 300.00 |
| Cap on Manholes | 1 | each | 110.00 | 110.00 |
| Concrete Curbs | 1,700 | cu.yd. | 40.00 | 68,000.00 |
| Concrete Islands and Traffic Separators | 125 | cu.yd. | [illegible] | 4,375.00 |
| Concrete Driveways | 570 | sq.yd. | [illegible] | 2,280.00 |
| Concrete Walks and Surfacings | 7,420 | sq.yd. | 3.50 | 26,075.00 |
| P.C. Conc. Curbs | 100 | Lin.Ft. | 1.00 | 100.00 |
| P.C. Conc. Walks | 13,900 | sq.yd. | 1.50 | 20,[illegible].00 |
| P.C. Conc. Traffic Markers | 110 | Lin.Ft. | 1.00 | 110.00 |
| Guide Posts, W-1 | 10 | only | 7.50 | 75.00 |
| Guide Posts, Y-2 | 240 | only | 8.00 | 1,[illegible].00 |
| Guide Posts, Y-3 | 6 | only | 9.00 | 54.00 |
| Guard Rail | 12,500 | Lin.Ft. | 2.65 | 33,125.00 |
| Type 2 Approach | 2,700 | Lin.Ft. | 3.00 | 8,100.00 |
| Guard Rail Posts | 35 | only | 5.00 | 175.00 |
| Guard Rail Blocks | 1,130 | only | 1.75 | 1,977.50 |
| Guard Rail Fastening Bolts | 15,500 | Lin.Ft. | 0.15 | 2,295.00 |
| Delineator Guard Rail | 110 | Lin.Ft. | .75 | 82.50 |

| | | | | |
|---|---|---|---|---|
| Salvaging Type 2 Barricade | 1,440 | lin.ft. | $ 1.00 | $ 1,440.00 |
| Salvaging Portable Barricades | 5 | only | 15.00 | 75.00 |
| Guard Rail-Salvaged Guard Rail | 110 | lin.ft. | 1.50 | 165.00 |
| Guard Rail-Salvaged Type 2 Barricade | 1,800 | lin.ft. | 1.25 | 1,800.00 |
| 6' Chain Link Fence | 1,400 | lin.ft. | 2.00 | 2,800.00 |
| 6' x 4' Chain Link Gates | 14 | only | 70.00 | 980.00 |
| Salvaging 6' Chain Link Fence | 2,950 | lin.ft. | 0.50 | 1,475.00 |
| Chain Link Fence-Salvaged 6' Chain Link Fence | 2,950 | lin.ft. | 1.20 | 3,540.00 |
| Roadside Seeding | 20 | acre | 160.00 | 3,200.00 |
| Roadside Mulching | 20 | acre | 250.00 | 5,000.00 |
| Grass Seed, Annual Ryegrass | 300 | lb. | 0.50 | 150.00 |
| Inorganic Fertilizer, 10-16-8 | 80 | cwt. | 6.00 | 480.00 |
| 3/4"-inch Steel Water Pipe | 2,040 | lin.ft. | 0.60 | 1,224.00 |
| 1-inch Steel Water Pipe | 3,400 | lin.ft. | 0.75 | 2,550.00 |
| 1½-inch Steel Water Pipe | 400 | lin.ft. | 1.00 | 400.00 |
| 1½-inch Steel Water Pipe | 170 | lin.ft. | 1.20 | 204.00 |
| 2-inch Steel Water Pipe | 1,500 | lin.ft. | 1.40 | 2,100.00 |
| 2½-inch Steel Water Pipe | 420 | lin.ft. | 1.60 | 672.00 |
| ¾-inch Electrical Conduit | 25 | lin.ft. | 1.00 | 25.00 |
| 1½-inch Electrical Conduit | 50 | lin.ft. | 2.00 | 100.00 |
| 2-inch Electrical Conduit | 970 | lin.ft. | 3.00 | 2,910.00 |
| 4-inch Sewer Pipe | 240 | lin.ft. | 2.50 | 600.00 |
| 3/4-inch Quick Coupling Hose Valves | 110 | only | 6.00 | 660.00 |
| 1/2-inch Manual Drain Valves | 15 | only | 5.00 | 75.00 |
| Concrete Median Planters | 275 | only | 100.00 | 27,500.00 |
| Concrete Planting Tiles | 700 | only | 1.50 | 1,050.00 |
| **Retaining Walls** | | | | |
| Shoring, Cribbing, etc. | All | required | | $ 300,000.00 |
| Structural Excavation | 151,000 | cu.yd. | $ 2.50 | 377,500.00 |
| Structural Excavation Below Elevation Shown | 5,000 | cu.yd. | 4.00 | 20,000.00 |
| Special Backfill | 60,950 | cu.yd. | 4.00 | 243,800.00 |
| Test Hole | 6 | only | 500.00 | 3,000.00 |
| Furnish Treated Timber Piling | 40,540 | lin.ft. | 1.80 | 72,972.00 |
| Drive Timber Piles | 2,028 | only | 50.00 | 101,400.00 |
| Class "A" Concrete | 31,400 | cu.yd. | 65.00 | 2,041,000.00 |
| Metal Reinforcement | 3,610,000 | lb. | 0.14 | 505,400.00 |
| Metal Parapet Railing, Single Pipe | 2,735 | lin.ft. | 6.00 | 16,410.00 |
| Metal Parapet Railing, Two Pipe | 3,948 | lin.ft. | 8.00 | 31,584.00 |
| 3/4-inch Electrical Conduit | 170 | lin.ft. | 1.00 | 170.00 |
| 1-inch Electrical Conduit | 125 | lin.ft. | 1.20 | 150.00 |
| 1½-inch Electrical Conduit | 40 | lin.ft. | 1.20 | 48.00 |
| 2-inch Electrical Conduit | 90 | lin.ft. | 1.50 | 135.00 |

| | | | | |
|---|---|---|---|---|
| Signing | | | | |
| Sign Support Footings | All Required (63%) | | | $ 14,175.00 |
| Pipe Sign Posts | All Required | | | 150.00 |
| Single Sign Support | 1 Required | | | 230.00 |
| Luminaire Mounts | All Required | | | 620.00 |
| Structure Mounts-Control Signs | All Required | | | 250.00 |
| Structure Mounts-Street Name Signs | All Required | | | 1,550.00 |
| Structure Mounts-Guide Signs | All Required | | | 7,000.00 |
| Butterfly Sign Structure | All Required | | | 1,750.00 |
| Cantilever Sign Structures | All Required (32%) | | | 13,104.00 |
| Sign Bridge Structure | 1 Required | | | 8,300.00 |
| All Sign Bridge Structures | All Required | | | 25,300.00 |
| Sign Illumination Equipment | All Required (66%) | | | 44,376.00 |
| Painted Wood Sign Posts | All Required | | | 280.00 |
| Type "A" Signs in Place | 4,635 sq. ft. | $ | 6.25 | 28,956.25 |
| Type "C", "D" & "R" Signs in Place | 611 sq. ft. | | 3.50 | 2,149.00 |
| Type "E", "F" & "M" Signs in Place | 147 sq. ft. | | 4.00 | 588.00 |
| Sign Covers | 1,648 sq. ft. | | 0.75 | 1,236.00 |
| Illumination | | | | |
| Roadway Illumination, Complete | All Required | | | 128,000.00 |
| | | | | $7,195,721.75 |
| Flagging (57½% of Contractor's Cost) | All Required (91%) | | | 9,100.00 |
| Detour Signing | All Required | | | 10,000.00 |
| Detour Grubbing | All Required | | | 3,000.00 |
| Detour Lighting | All Required | | | 5,000.00 |
| Plastic Lane Markers | All Required | | | 10,000.00 |
| Permanent Striping | All Required | | | 2,000.00 |
| | | | | $ 39,100.00 |
| Utilities | | | | |
| Work by City of Portland, Traffic | All Required | | | $ 50,000.00 |
| Work by City of Portland, Water | | | | 230,000.00 |
| Work by City of Portland, Fire | All Required | | | 15,000.00 |
| | | | | $ 295,000.00 |
| | Subtotal | | | $7,529,821.75 |
| | 10% Engr. & Cont. | | | 752,981.25 |
| | Total | | | $8,282,803.00 |
| City of Portland's Share of Increase in Sewer Pipe Size | All Required | | | (24,091.00) |
| | | | | $8,258,712.00 |

| | | |
|---|---|---|
| * Relocation of P.G.E. Company | All Required | $ 48,025.00 |

* Relocation of P.G.E. Company will be left in P.S. & E. status as nonparticipating until such time as eligibility is established. It isn't included in any totals as yet.

Type Code 1.21
Traffic Signals

| | | |
|---|---|---|
| Traffic Signal Installation, Complete | All Required | $ 13,800.00 |
| | Subtotal | $ 13,800.00 |
| | 10% Engr. & Cont. | 1,380.00 |
| | | $ 15,180.00 |

Type Code X721
N.W. Glisan St. U'xing (No. 9276)(Sta. 402+82.40)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (4%) | | $ 10,000.00 |
| Structural Excavation | 1,100 cu.yd. | $ 3.50 | 3,850.00 |
| Structural Excavation Below Elevation Shown | 110 cu.yd. | 5.00 | 550.00 |
| Special Backfill | 270 cu.yd. | 4.00 | 1,080.00 |
| Furnish Treated Timber Piling | 4,490 lin.ft. | 1.80 | 8,082.00 |
| Drive Timber Piles | 210 only | 50.00 | 10,500.00 |
| Class "A" Concrete (1,142 C.Y. @ $80.00) | All Req. (3%) | | 79,869.60 |
| Metal Reinforcement (202,100 Lbs. @ $0.13) | All Req. (3%) | | 28,723.11 |
| Metal Parapet Railing, Two Pipe | 357 lin.ft. | 8.00 | 2,856.00 |
| 1-inch Electrical Conduit | 250 lin.ft. | 1.10 | 275.00 |
| 1 1/4-inch Electrical Conduit | 100 lin.ft. | 1.20 | 120.00 |
| 2-inch Electrical Conduit | 160 lin.ft. | 2.00 | 320.00 |
| Install P.G.E. Conduit | All Req. | | 300.00 |
| Install P.P. & L. Conduit | All Req. | | 300.00 |
| | | | $ 146,825.71 |

Type Code X721
N.W. Everett St. U'xing (No. 9277)(Sta. 408+01.75)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 3,700 cu.yd. | $ 3.50 | 12,950.00 |
| Structural Excavation Below Elevation Shown | 370 cu.yd. | 5.00 | 1,850.00 |
| Special Backfill | 1,050 cu.yd. | 4.00 | 4,200.00 |
| Class "A" Concrete (1,596 C.Y. @ $80.00) | All Req. (5%) | | 133,116.00 |
| Metal Reinforcement (429,500 lbs. @ $0.13) | All Req. (6%) | | 57,446.22 |
| Metal Parapet Railing, Two Pipe | 396 lin.ft. | 8.00 | 3,168.00 |
| 1-inch Electrical Conduit | 260 lin.ft. | 1.10 | 286.00 |
| 1 1/4-inch Electrical Conduit | 260 lin.ft. | 1.20 | 312.00 |
| 2-inch Electrical Conduit | 200 lin.ft. | 2.00 | 400.00 |
| Install Telephone Conduit | All Required | | 800.00 |
| Install P.G.E. Conduit | All Required | | 600.00 |
| Install Water Lines | All Required (23%) | | 2,300.00 |
| | | | $ 229,928.22 |

Type Code X721
N.W. Couch St. U'xing (No. 9278)(Sta. 413+31.81)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (4%) | | $ 10,000.00 |
| Structural Excavation | 1,160 cu.yd. | $ 3.50 | 4,060.00 |
| Structural Excavation Below Elevation Shown | 120 cu.yd. | 5.00 | 600.00 |
| Special Backfill | 240 cu.yd. | 4.00 | 960.00 |

| | | | |
|---|---|---|---|
| Test Piles | 2 only | $500.00 | $ 1,000.00 |
| Furnish Treated Timber Piling | 765 lin.ft. | 1.80 | 1,377.00 |
| Drive Timber Piles | 51 only | 50.00 | 2,550.00 |
| Furnish 10 BP 42 Steel Piling | 1,980 lin.ft. | 5.00 | 9,900.00 |
| Drive Steel Piles | 66 only | 50.00 | 3,300.00 |
| Splice Steel Piles | 17 only | 40.00 | 680.00 |
| Class "A" Concrete (1,004 C.Y. @ $80.00) | All Req. (3%) | | 79,869.60 |
| Metal Reinforcement (226,400 lbs. @ $0.13) | All Req. (3%) | | 28,723.11 |
| Metal Parapet Railing, Two Pipe | 262 lin.ft. | 8.00 | 2,096.00 |
| 1 1/4-inch Electrical Conduit | 140 lin.ft. | 1.20 | 168.00 |
| 2-inch Electrical Conduit | 190 lin.ft. | 2.00 | 380.00 |
| Install P.G.E. Conduit | All Req. | | 400.00 |
| | | | $ 146,063.71 |

Type Code X721
S.W. Burnside St. U'xing (No. 9281)(Sta. 416+06.05)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (4%) | | $ 10,000.00 |
| Structural Excavation | 1,060 cu.yd. | $ 3.50 | 3,710.00 |
| Structural Excavation Below Elevation Shown | 110 cu.yd. | 5.00 | 550.00 |
| Special Backfill | 380 cu.yd. | 4.00 | 1,520.00 |
| Drilling Pile Holes | 800 lin.ft. | 6.00 | 4,800.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish 10 BP 42 Steel Piling | 2,985 lin.ft. | 5.00 | 14,925.00 |
| Drive Steel Piles | 113 only | 50.00 | 5,650.00 |
| Splice Steel Piles | 28 only | 40.00 | 1,120.00 |
| Class "A" Concrete (556 C.Y. @ $80.00) | All Req. (2%) | | 53,246.40 |
| Class "AA" Concrete (580 C.Y. @ $120.00) | All Req. | | 69,600.00 |
| Metal Reinforcement (176,700 lbs. @ $0.13) | All Req. (2%) | | 19,148.74 |
| Metal Parapet Railing, Single Pipe | 4 lin.ft. | 6.00 | 24.00 |
| Metal Parapet Railing, Two Pipe | 360 lin.ft. | 8.00 | 2,880.00 |
| 1 1/4-inch Electrical Conduit | 140 lin.ft. | 1.20 | 168.00 |
| 2-inch Electrical Conduit | 170 lin.ft. | 2.00 | 340.00 |
| | | | $ 188,682.14 |

Type Code X723
"14th E Off" Ramp Frwys (No. 9280)(Sta. 413+75.27)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 200 cu.yd. | $ 3.50 | 700.00 |
| Structural Excavation Below Elevation Shown | 20 cu.yd. | 5.00 | 100.00 |
| Special Backfill | 550 cu.yd. | 4.00 | 2,200.00 |

| | | | |
|---|---|---|---|
| Furnish Treated Timber Piling | 2,325 lin.ft. | $ 1.80 | $ 4,185.00 |
| Drive Timber Piles | 155 lin.ft. | 50.00 | 7,750.00 |
| Class "A" Concrete (633 C.Y. @ $80.00) | All Req. (2%) | | 53,246.40 |
| Metal Reinforcement (124,600 lbs. @ $0.13) | All Req. (2%) | | 19,148.74 |
| Metal Parapet Railing, Two Pipe | 155 lin.ft. | 8.00 | 1,240.00 |
| 3/4-inch Electrical Conduit | 30 lin.ft. | 1.00 | 30.00 |
| 1 1/4-inch Electrical Conduit | 20 lin.ft. | 1.20 | 24.00 |
| 2-inch Electrical Conduit | 10 lin.ft. | 2.00 | 20.00 |
| | | | $ 101,144.14 |

Type Code K723
"16th On Line Rigid Frame (No. 9279)(Sta. 412+30)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (7%) | | $ 17,500.00 |
| Structural Excavation | 1,300 cu.yd. | $ 3.50 | 4,550.00 |
| Structural Excavation Below Elevation Shown | 130 cu.yd. | 5.00 | 650.00 |
| Special Backfill | 3,180 cu.yd. | 4.00 | 12,720.00 |
| Drilling Pile Holes | 400 cu.yd. | 6.00 | 2,400.00 |
| Furnish 10 BP 42 Steel Piling | 2,000 lin.ft. | 5.00 | 10,000.00 |
| Drive Steel Piles | 100 only | 50.00 | 5,000.00 |
| Splice Steel Piles | 25 only | 40.00 | 1,000.00 |
| Class "A" Concrete (2,430 C.Y. @ $80.00) | All Req. (7%) | | 186,362.40 |
| Metal Reinforcement (505,600 lbs. @ $0.13) | All Req. (7%) | | 67,020.59 |
| Metal Parapet Railing, Two Pipe | 125 lin.ft. | 8.00 | 1,000.00 |
| 3/4-inch Electrical Conduit | 790 lin.ft. | 1.00 | 790.00 |
| | | | $ 308,992.99 |

Type Code K741
S.W. 14th Ave. & Alder St. U'xing (No. 9282)(Sta. 420+48.72)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (8%) | | $ 20,000.00 |
| Structural Excavation | 14,600 cu.yd. | $ 3.50 | 51,100.00 |
| Structural Excavation Below Elevation Shown | 1,400 cu.yd. | 5.00 | 7,000.00 |
| Special Backfill | 4,700 cu.yd. | 4.00 | 18,800.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,910 lin.ft. | 1.80 | 3,438.00 |
| Drive Timber Piles | 87 only | 50.00 | 4,350.00 |
| Class "A" Concrete (3,760 C.Y. @ $80.00) | All Req. (11%) | | 292,855.20 |
| Metal Reinforcement (681,100 lbs. @ $0.13) | All Req. (9%) | | 86,169.33 |
| Structural Steel (1,044,000 lbs. @ $0.32) | All Req. (47%) | | 335,993.60 |
| Metal Parapet Railing, Two Pipe | 980 lin.ft. | 8.00 | 7,840.00 |

| | | | |
|---|---|---|---|
| 3/4-inch Electrical Conduit | 80 lin.ft. | $ 1.00 | $ 80.00 |
| 1-inch Electrical Conduit | 190 lin.ft. | 1.10 | 209.00 |
| 1 1/4-inch Electrical Conduit | 800 lin.ft. | 1.20 | 960.00 |
| 2-inch Electrical Conduit | 270 lin.ft. | 2.00 | 540.00 |
| Install Telephone Conduit | All Req. | | 900.00 |
| Install P.G.E. Conduit | All Req. | | 600.00 |
| Install Water Lines | All Req. (15%) | | 1,500.00 |
| | | | $ 833,335.13 |

Type Code X721
S.W. Morrison St. U'xing (No. 9283)(Sta. L 423+18.31)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 2,100 cu.yd. | $ 3.50 | 7,350.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | 5.00 | 1,050.00 |
| Special Backfill | 950 cu.yd. | 4.00 | 3,800.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,170 lin.ft. | 1.80 | 2,106.00 |
| Drive Timber Piles | 53 only | 50.00 | 2,650.00 |
| Class "A" Concrete (1,394 C.Y. @ $80.00) | All Req. (4%) | | 106,492.80 |
| Metal Reinforcement (322,700 lbs. @ $0.13) | All Req. (4%) | | 38,297.48 |
| Metal Parapet Railing, Two Pipe | 423 lin.ft. | 8.00 | 3,384.00 |
| 1 1/4-inch Electrical Conduit | 270 lin.ft. | 1.20 | 324.00 |
| Install Telephone Conduit | All Req. | | 300.00 |
| Install P.G.E. Conduit | All Req. | | 400.00 |
| Install P.P. & L. Conduit | All Req. | | 300.00 |
| Install P.P. & L. Steam Line | All Req. | | 1,000.00 |
| Install Water Lines | All Req. (19%) | | 1,900.00 |
| | | | $ 182,854.28 |

Type Code X721
S.W. Yamhill St. U'xing (No. 9284)(Sta. 425+78.93)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 2,160 cu.yd. | $ 3.50 | 7,560.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | 5.00 | 1,050.00 |
| Special Backfill | 1,000 cu.yd. | 4.00 | 4,000.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,565 lin.ft. | 1.80 | 2,817.00 |
| Drive Timber Piles | 70 only | 50.00 | 3,500.00 |
| Class "A" Concrete (1,436 C.Y. @ $80.00) | All Req. (4%) | | 106,492.80 |
| Metal Reinforcement (327,000 lbs. @ $0.13) | All Req. (4%) | | 38,297.48 |
| Metal Parapet Railing, Two Pipe | 467 lin.ft. | 8.00 | 3,736.00 |
| 1-inch Electrical Conduit | 35 lin.ft. | 1.10 | 38.50 |

| | | | |
|---|---|---|---|
| 1 1/4-inch Electrical Conduit | 300 lin.ft. | $ 1.20 | $ 360.00 |
| Install P.G.E. Conduit | All Req. | | 500.00 |
| Install P.P. & L. Steam Line | All Req. | | 1,000.00 |
| Install Water Lines | All Req. (11%) | | 1,100.00 |
| | | | $ 183,951.78 |

Type Code X721
S.W. Taylor St. U'xing (No. 9249)(Sta. 428+38.67)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (6%) | | $ 15,000.00 |
| Structural Excavation | 6,300 cu.yd. | $ 3.50 | 22,050.00 |
| Structural Excavation Below Elevation Shown | 630 cu.yd. | 5.00 | 3,150.00 |
| Special Backfill | 2,950 cu.yd. | 4.00 | 11,800.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 2,275 lin.ft. | 1.80 | 4,095.00 |
| Drive Timber Piles | 66 only | 50.00 | 3,300.00 |
| Class "A" Concrete (2,472 C.Y. @ $80.00) | All Req. (7%) | | 186,362.40 |
| Metal Reinforcement (545,700 lbs. @ $0.13) | All Req. (8%) | | 76,594.96 |
| Metal Parapet Railing, Two Pipe | 700 lin.ft. | 8.00 | 5,600.00 |
| 3/4-inch Electrical Conduit | 80 lin.ft. | 1.00 | 80.00 |
| 1-inch Electrical Conduit | 270 lin.ft. | 1.10 | 297.00 |
| 1 1/4-inch Electrical Conduit | 130 lin.ft. | 1.20 | 156.00 |
| Install P.G.E. Conduit | All Required | | 200.00 |
| Install Water Lines | All Req. (14%) | | 1,400.00 |
| | | | $ 331,085.36 |

Type Code X721
S.W. Salmon St. U'xing (No. 9250)(Sta. 430+98.24)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 4,060 cu.yd. | $ 3.50 | 14,210.00 |
| Structural Excavation Below Elevation Shown | 410 cu.yd. | 5.00 | 2,050.00 |
| Special Backfill | 1,150 cu.yd. | 4.00 | 4,600.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,380 lin.ft. | 1.80 | 2,484.00 |
| Drive Timber Piles | 46 only | 50.00 | 2,300.00 |
| Class "A" Concrete (1,863 C.Y. @ $80.00) | All Req. (6%) | | 159,739.20 |
| Metal Reinforcement (480,300 lbs. @ $0.13) | All Req. (7%) | | 67,020.59 |
| Metal Parapet Railing, Two Pipe | 484 lin.ft. | 8.00 | 3,872.00 |
| 1-inch Electrical Conduit | 260 lin.ft. | 1.10 | 286.00 |
| 1 1/4-inch Electrical Conduit | 240 lin.ft. | 1.20 | 288.00 |
| Install Telephone Conduit | All Req. | | 400.00 |
| Install P.G.E. Conduit | All Req. | | 400.00 |
| | | | $ 271,149.79 |

Type Code X721
"14th Off" Line U'xing (No. 9251)(Sta. 433+38.53)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 4,160 cu.yd. | $ 3.50 | 14,560.00 |
| Structural Excavation Below Elevation Shown | 420 cu.yd. | 5.00 | 2,100.00 |
| Special Backfill | 1,100 cu.yd. | 4.00 | 4,400.00 |
| Furnish Treated Timber Piling | 420 lin.ft. | 1.80 | 756.00 |
| Drive Timber Piles | 21 only | 50.00 | 1,050.00 |
| Class "A" Concrete (1,658 C.Y. @ $80.00) | All Req. (5%) | | 133,116.00 |
| Metal Reinforcement (405,700 Lbs. @ $0.13 | All Req. (6%) | | 57,446.22 |
| Metal Parapet Railing, Two Pipe | 525 lin.ft. | 8.00 | 4,200.00 |
| 1 1/4-inch Electrical Conduit | 260 lin.ft. | 1.20 | 312.00 |
| | | | $ 230,440.22 |

Type Code X741
S.W. Jefferson St. U'xing (No. 9252)(Sta. 438+80.33)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 3,000 cu.yd. | $ 3.50 | 10,500.00 |
| Structural Excavation Below Elevation Shown | 300 cu.yd. | 5.00 | 1,500.00 |
| Special Backfill | 870 cu.yd. | 4.00 | 3,480.00 |
| Class "A" Concrete (1,100 C.Y. @ $80.00) | All Req. (3%) | | 79,869.60 |
| Metal Reinforcement (182,800 Lbs. @ $0.13) | All Req. (2%) | | 19,148.74 |
| Structural Steel (559,100 lbs. @ $0.32) | All Req. (25%) | | 178,720.00 |
| Metal Parapet Railing, Two Pipe | 485 lin.ft. | 8.00 | 3,880.00 |
| 1-inch Electrical Conduit | 225 lin.ft. | 1.10 | 247.50 |
| 1 1/4-inch Electrical Conduit | 240 lin.ft. | 1.20 | 288.00 |
| 2-inch Electrical Conduit | 400 lin.ft. | 2.00 | 800.00 |
| Install Telephone Conduit | All Req. | | 1,200.00 |
| Install P.G.E. Conduit | All Req. | | 1,500.00 |
| Install P.P. & L. Conduit | All Req. | | 500.00 |
| Install Water Lines | All Req. (18%) | | 1,800.00 |
| | | | $ 315,933.84 |

Type Code X741
S.W. Columbia St. U'xing (No. 9253)(Sta. 441+38.29)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 4,000 cu.yd. | $ 3.50 | 14,000.00 |
| Structural Excavation Below Elevation Shown | 400 cu.yd. | 5.00 | 2,000.00 |
| Special Backfill | 1,100 cu.yd. | 4.00 | 4,400.00 |
| Class "A" Concrete (1,320 C.Y. @ $80.00) | All Req. (4%) | | 106.492.80 |

| | | | |
|---|---|---|---|
| Metal Reinforcement (216,900 Lbs. @ $0.13) | All Req. (3%) | | $ 28,723.11 |
| Structural Steel (630,900 lbs. @ $0.32) | All Req. (28%) | | 200,166.40 |
| Metal Parapet Railing, Two Pipe | 500 lin.ft. | $ 8.00 | 4,000.00 |
| 3/4-inch Electrical Conduit | 150 lin.ft. | 1.00 | 150.00 |
| 1-inch Electrical Conduit | 20 lin.ft. | 1.10 | 22.00 |
| 1 1/4-inch Electrical Conduit | 270 lin.ft. | 1.20 | 324.00 |
| 2-inch Electrical Conduit | 300 lin.ft. | 2.00 | 600.00 |
| Install Telephone Conduit | All Req. | | 1,200.00 |
| Install P.G.E. Conduit | All Req. | | 1,500.00 |
| Install P.P. & L. Conduit | All Req. | | 500.00 |
| | | | $ 376,578.31 |

Type Code X723
"T" Line Rigid Frame (No. 925AA)(Sta. 446+00 Left)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 400 cu.yd. | $ 3.50 | 1,400.00 |
| Structural Excavation Below Elevation Shown | 40 cu.yd. | 5.00 | 200.00 |
| Special Backfill | 2,100 cu.yd. | 4.00 | 8,400.00 |
| Class "A" Concrete (1,624 C.Y. @ $80.00) | All Req. (5%) | | 133,116.00 |
| Metal Reinforcement (350,000 lbs. @ $0.13) | All Req. (5%) | | 47,871.85 |
| Metal Parapet Railing, Single Pipe | 36 lin.ft. | 6.00 | 216.00 |
| Metal Parapet Railing, Two Pipe | 116 lin.ft. | 8.00 | 928.00 |
| 3/4-inch Electrical Conduit | 220 lin.ft. | 1.00 | 220.00 |
| 1-inch Electrical Conduit | 110 lin.ft. | 1.10 | 121.00 |
| | | | $ 204,972.85 |

Type Code X223
"CB" Line Rigid Frame (No. 925B)(Sta. 444+75)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (7%) | | $ 17,500.00 |
| Structural Excavation | 540 cu.yd. | $ 3.50 | 1,890.00 |
| Structural Excavation Below Elevation Shown | 50 cu.yd. | 5.00 | 250.00 |
| Special Backfill | 2,760 cu.yd. | 4.00 | 11,040.00 |
| Class "A" Concrete (2,859 C.Y. @ $80.00) | All Req. (9%) | | 239,608.80 |
| Metal Reinforcement (537,000 lbs. @ $0.13) | All Req. (7%) | | 67,020.59 |
| Metal Parapet Railing, Single Pipe | 42 lin.ft. | 6.00 | 252.00 |
| 3/4-inch Electrical Conduit | 750 lin.ft. | 1.00 | 750.00 |
| 1 1/4-inch Electrical Conduit | 190 lin.ft. | 1.20 | 228.00 |
| | | | $ 338,539.39 |

Type Code X721
S.W. Clay St. U'xing (No. 9254C)(Sta. 444+13.98)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 1,760 cu.yd. | $ 3.50 | 6,160.00 |
| Structural Excavation Below Elevation Shown | 180 cu.yd. | 5.00 | 900.00 |
| Special Backfill | 630 cu.yd. | 4.00 | 2,520.00 |
| Furnish Treated Timber Piling | 5,230 lin.ft. | 1.80 | 9,414.00 |
| Drive Timber Piles | 240 only | 50.00 | 12,000.00 |
| Class "A" Concrete (1,528 C.Y. @ $80.00) | All Req. (5%) | | 133,116.00 |
| Metal Reinforcement (470,300 lbs. @ $0.13) | All Req. (6%) | | 57,446.22 |
| Metal Parapet Railing, Single Pipe | 719 lin.ft. | 6.00 | 4,314.00 |
| 1 1/4-inch Electrical Conduit | 380 lin.ft. | 1.20 | 456.00 |
| | | | $ 238,826.22 |

Type Code X721
S.W. Market St. U'xing (No. 9254D)(Sta. 446+92.92)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 2,800 cu.yd. | $ 3.50 | 9,800.00 |
| Structural Excavation Below Elevation Shown | 280 cu.yd. | 5.00 | 1,400.00 |
| Special Backfill | 800 cu.yd. | 4.00 | 3,200.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 5,285 lin.ft. | 1.80 | 9,513.00 |
| Drive Timber Piles | 238 only | 50.00 | 11,900.00 |
| Class "A" Concrete (1,285 C.Y. @ $80.00) | All Req. (4%) | | 106,492.80 |
| Metal Reinforcement (304,300 Lbs. @ $0.13) | All Req. (4%) | | 38,297.48 |
| Metal Parapet Railing, Single Pipe | 505 lin.ft. | 6.00 | 3,030.00 |
| 1-inch Electrical Conduit | 80 lin.ft. | 1.10 | 88.00 |
| 1 1/4-inch Electrical Conduit | 300 lin.ft. | 1.20 | 360.00 |
| | | | $ 197,581.28 |

Type Code X721
"SC" Line U'xing (No. 9254E)(Sta. 449+68.17)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Req. (5%) | | $ 12,500.00 |
| Structural Excavation | 2,100 cu.yd. | $ 3.50 | 7,350.00 |
| Structural Excavation Below Elevation Shown | 210 cu.yd. | 5.00 | 1,050.00 |
| Special Backfill | 220 cu.yd. | 4.00 | 880.00 |
| Test Piles | 2 only | 500.00 | 1,000.00 |
| Furnish Treated Timber Piling | 1,535 lin.ft. | 1.80 | 2,763.00 |
| Drive Timber Piles | 61 only | 50.00 | 3,050.00 |

| | | | |
|---|---|---|---|
| Class "A" Concrete (3,619 C.Y. @ $80.00) | All Req. (11%) | | $ 292,855.20 |
| Metal Reinforcement (876,600 Lbs. @ $0.13) | All Req. (12%) | | 114,892.44 |
| Metal Parapet Railing, Single Pipe | 2,094 lin.ft. | $ 6.00 | 12,564.00 |
| 1 1/4-inch Electrical Conduit | 1,160 lin.ft. | 1.20 | 1,392.00 |
| | | | $ 450,296.64 |
| | Subtotal | | $5,277,182.00 |
| | 10% Engr. & Cont. | | 527,718.00 |
| | Total | | $5,804,900.00 |
| Pacific N.W. Bell Share of Cost | All Required | | $ (9,500.00) |
| Pacific N.W. Bell (Conduits) | All Required | | (4,800.00) |
| Portland General Electric (Conduits) | All Required | | (6,400.00) |
| Pacific Power & Light (Conduits & Steam Line) | All Required | | (3,600.00) |
| | | | $5,780,600.00 |

Length of Grading and Paving - - - - - - - - - 1.168 Miles
Length of Structures - - - - - - - - - - - - - 0.000 Mile
Total - - - - - - - - - - - - - - - - - - - - - 1.168 Miles
Cost of Roadway Per Mile - - - - - - - - - - - $7,070,815.00

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Grading & Paving | $ 8,258,712.00 | $ 7,540,350.00 | $ 718,362.00 |
| Traffic Signals | 15,180.00 | 13,860.00 | 1,320.00 |
| Structures | 5,780,600.00 | 5,277,790.00 | 502,810.00 |
| | $14,054,492.00 | $12,832,000.00 | $1,222,492.00 |

[illegible]

[illegible]

[illegible]

[illegible]

| | | |
|---|---|---|
| [illegible] | [illegible] | [illegible] |
| Trench Excavation | [illegible] | [illegible] |
| 18-inch Tunnel [illegible] | [illegible] | [illegible] |
| 21-[illegible] Sewer [illegible] | [illegible] | [illegible] |
| [illegible] Sewer [illegible] | [illegible] | [illegible] |
| | | $ [illegible] |

Sluice [illegible] Manhole Frames

| | | |
|---|---|---|
| [illegible] | [illegible] | [illegible] |
| 27-inch [illegible] Pipe | [illegible] | [illegible] |
| 30-inch [illegible] Pipe | [illegible] | [illegible] |
| 36-inch Sewer Pipe | 1,271 [illegible] | [illegible] |
| | | $ [illegible] |

[illegible] [illegible]

[illegible]

Sewer No. [illegible]

| | | | |
|---|---|---|---|
| Clearing and Grubbing | 111 [illegible] (111) | | $ 22,000.00 |
| General Excavation, Unclassified | 4,[illegible] c.y. | [illegible].00 | 4,140.00 |
| Embankment Foundation Excavation, Unclassified | [illegible] c.y. | 1.00 | 600.00 |
| Hauling and Placing Materials on Sunset Highway | 31[illegible],[illegible] c.y. | 0.75 | 382,500.00 |
| Trench Excavation | 9,[illegible] c.y. | 5.00 | 45,000.00 |
| Furnishing and Placing Topsoil | 210 c.y. | 1.50 | 315.00 |
| Shoring | 10[illegible] f.b.m. | 3.00 | 300.00 |
| 8-inch Sewer Pipe | 13 l.f. | 2.25 | 29.25 |
| 10-inch Sewer Pipe | 15 l.f. | 2.75 | 41.25 |
| 12-inch Sewer Pipe | [illegible]1 l.f. | [illegible].40 | 60.00 |
| 15-inch Sewer Pipe | [illegible] l.f. | [illegible].00 | 2,[illegible]40.00 |
| 18-inch Sewer Pipe | 31[illegible] l.f. | 4.00 | 1,[illegible]10.00 |
| 30-inch Sewer Pipe | [illegible] l.f. | [illegible].00 | [illegible],[illegible]00.00 |
| 6-inch Drain Pipe | 7[illegible] l.f. | [illegible].00 | 1,750.00 |
| Class "A" Concrete in Sewers | [illegible] c.y. | [illegible].00 | 3,500.00 |
| Metal Reinforcement in Sewers | 3,060 lb. | [illegible].00 | 672.00 |
| Extra for House Connections | [illegible] only | [illegible].00 | 100.00 |
| Class "A" Concrete in Monolithic Sewers | 1,[illegible]30 c.y. | [illegible].00 | 76,[illegible]00.00 |
| Metal Reinforcement in Monolithic Sewers | 15[illegible],[illegible] lb. | 0.15 | 20,400.00 |
| Granular Backfill in Abandoned Sewers | 1,[illegible]40 cu.yd. | 10.00 | 14,500.00 |
| Sand-Cement Slurry | 31[illegible] cu.yd. | [illegible].00 | 9,300.00 |
| Concrete Manholes, 12-feet or Less Deep | 2 only | [illegible].00 | 700.00 |
| Concrete Manholes, Over 12-feet deep | 2 only | [illegible].00 | 1,[illegible]00.00 |
| Offset Manholes | 3 only | [illegible],[illegible].00 | [illegible],[illegible]00.00 |
| Concrete Inlets, Types "D" | 1 only | [illegible]0.00 | [illegible]0.00 |
| Concrete Inlets, Special Grated | 6 only | [illegible]5.00 | 1,[illegible]0.00 |
| Concrete Inlets, Special Ditch | 2 only | [illegible]0.00 | [illegible]0.00 |
| | | | $[illegible],[illegible]5.00 |

Retaining Walls

| | | | |
|---|---|---|---|
| Special Backfill | 2,000 cu.yd. | [illegible].00 | $ [illegible],[illegible]0.00 |
| Class "A" Concrete | 000 cu.yd. | [illegible].00 | [illegible],[illegible]0.00 |
| Metal Reinforcement | 90,000 lb. | 0.14 | [illegible],[illegible]0.00 |
| | | | $ [illegible],[illegible]5.00 |

[illegible]

Signing

| | | | |
|---|---|---|---|
| Sign Support Type [illegible] | All [illegible] | | $ 8,925.00 |
| Cantilever Sign Structures (14) | All [illegible] | | 23,016.00 |
| Sign Illumination Equipment | All [illegible] | | 7,224.00 |
| Type "A" Signs in Place | 971 sq.ft. | $ 1.25 | 6,068.75 |
| Type "C", "D" & "E" Signs in Place | 9 sq.ft. | 3.50 | 31.50 |
| Type "B", "F" & "H" Signs in Place | 47 sq.ft. | 4.00 | 188.00 |
| Sign Covers | 130 sq.ft. | 3.75 | 485.00 |
| | | | $ 50,948.25 |
| Flagging (57½% of Contractors Cost) | All [illegible] | | $ 900.00 |
| Clean and Waterproof Elect. | All [illegible] | | 500.00 |
| | | | $ 1,400.00 |

Utilities

| | | |
|---|---|---|
| City of Portland, Water | All [illegible] | $ 20,000.00 |
| | | $735,816.25 |

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6832

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 13, 1970

SUBJECT:

To: Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. Tom Edwards
Mr. G. E. Rohde
Mr. V. E. Skoog
Mr. C. G. Swenson

Attached is a summary of the 1969 Claim Board reviews. This was the second complete calendar year for the Board and the third year of its existence. The following is noted in the 1969 activities:

1. Seven controversies were before the Board completed with 11 in 1968.

2. Although there were fewer claims before the Board, the original claim amounts were over three times the 1968 total.

3. The Board sanctioned some additional compensation on every 1969 claim. In 1968 two were rejected entirely.

4. 1969 includes the largest settlement yet approved (the Canyon Road haul claim on N.W. Johnson-S.W. Montgomery Section) and also the next largest (Roberts Mountain-Myrtle Creek). This latter settlement disposed of what for some time had been our oldest claim.

5. The proportion of complete settlements secured was poorer in 1969 even though the two largest claims mentioned above were completely settled. Three of the 1969 claims are not settled.

John A. Bond, Secretary
Claims Review Board

JAB:fw
Attach.

NOTED
JOHN EDWARDS

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JAN 19
OFFICE OF
STATE HIGHWAY ENGINEER

SUMMARY OF 1969 CLAIM BOARD REVIEWS

| Claim Review No. | | Amount Claimed | Review Action Amount | Contractor Acceptance |
|---|---|---|---|---|
| 15 | Glendale Jct.-Coyote Cr. | $ 34,061.21 | $ 25,000.00 | Yes - 6519 |
| 8b or 16 | Lime-Malheur Co. Line | 171,141.36 (T) Revised to approx. 42,000.00 | 18,652.25* | No - 6747 |
| 17 | Main St. (K. Falls) Bridge | 106,784.28 (T) | 3,633.43 & paid | No - 6895 |
| 18C | Murder Creek Signing | 12,522.82 (T) | 7,350.00 | No - 7168 |
| 19C | Roberts Mtn.-Myrtle Cr. | 418,070.36 Revised to 67,000 | 67,000.00 | Yes - 6451 |
| 20 | NW Johnson-SW Montgomery | (248,434.47) Revised to 85,953.10 | 85,953.10 | Yes - 6832 |
| 21 | S. Baker Interch.-Encina | 43,900.00 (T) | 4,500.00 | Yes - 7019 |
| | | $1,034,914.50 | $212,089.28 | |

* This claim is still under consideration. Amounts shown are most recent status of negotiations. Amounts involved in parts previously settled are not included ($13,129.21 paid on $15,376.04 claimed).

C Reviewed a Staff level recommendation - contractor not present.

(T) Claim includes some time liquidated damages.

JAB:fw
1-12-70

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DEC 4 - 1969

FOR FILING
I-405-8(13)8 C2
6132

December 4, 1969

The Travelers Indemnity Company
Fidelity and Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

A post-final payment for $85,953.10 will be made to Gibbons and Reed Company on Contract No. 6832 for structures, grading, paving, signing, and illumination on the N. W. Johnson-S. W. Montgomery Section of the Stadium Freeway and Sunset Highway in Multnomah County as soon as the warrant is prepared.

The total amount paid on this contract will be $12,308,950.62 including the post-final payment. Of the total $61,752.16 is for force account.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Gibbons and Reed Company
P. O. Box 4989
Portland, Oregon 97213

Millers and Ames - Ringhals
P. O. Box 1226
Salt Lake City, Utah

Frank Morgan
Ivan Merchant
V. E. Skoog
Attn: John Herr
A. E. Johnson

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FOR FILING

FORM E-80-X (12-67)

EI 40 C 6/13 EC
6832

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 10, 1969

SUBJECT: N.W. Johnson-S.W. Montgomery Section
Contract No. 6832
Claim Board Review

NOTED
R. L. PORTER

To:
MEMO TO THE CLAIMS REVIEW
BOARD FILE

The Claims Review Board convened the afternoon of November 6, 1969 to review a contract claim on the subject project. The following people were present:

CLAIMS REVIEW BOARD

R. L Porter
F. B. Klaboe
Tom Edwards
L. I. Lindas (substituting to G. E. Rohde)
V. E. Skoog

O.S.H.D.

A. E. Johnson, Metropolitan Engineer
J. H. Versteeg, Assistant Metropolitan Engineer
A. V. Benedict, Assistant Metropolitan Engineer, Retired
James McClure, Resident Engineer
Edgar L. Johnsen, Chief Cost Engineer
C. G. Swenson, Specifications Engineer

GIBBONS AND REED, CONTRACTOR

Adrian Toolson
Bob Westermann

Mr. Westerman presented the Gibbons and Reed position mainly from their original claim statement which was transmitted under date of December 16, 1968. The pertinent issue around which the claim evolved was the movement of excess general excavation material originating on the Johnson-Montgomery Section of the Stadium Freeway to the Canyon Road area where it was needed for use on a future project. The specifications for the subject project infer that the eastbound Vista Ridge Tunnel would have been available for access to the Canyon Road area by September 30, 1967.

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NOV 12 1969
OFFICE OF
STATE HIGHWAY ENGINEER

During the progress of the subject project, the State's planning changed and a second tunnel contract for a westbound tunnel and completion of the eastbound tunnel was let in January of 1968. This deprived Gibbons and Reed of any access route via the eastbound tunnel for the remainder of their project during which time some 147,000 plus yards of material was moved to the Canyon Road area via legal trucks hauling over existing streets by a more lengthy route. The contractor developed his claim by comparing actual truck hauling costs with theoretical scraper hauling costs via a tunnel route. Mr. Westerman briefly cited the history of negotiations with the Highway Department after they presented their original claim in the amount of $248,434.47 and stated that their claim now stands at $85,953.10 as set forth in their revised statement of the claim dated October 24, 1969. The amount that Gibbons and Reed claim they could have hauled by scraper had been reduced to 88,462 yards. He described what they thought was an inefficient finishing operation due to the necessity of bunching material for subsequent removal by loader and trucks. They used a compromise percentage of 28 percent of their total finishing cost or $9,682.64 as representing the extra finishing effort because of scrapers could not pick up material and carry it off the project via the tunnel.

Mr. McClure presented the State's position as shown in more detail in his summary, copies of which were given to each member of the Board. Mr. McClure described the re-measure on which the quantities in question are based and which establishes the validity of the quantity, and the cost analysis and investigation which has been made both from OSHD records and the contractor's records. The main item of difference between the State and the contractor at this point was the alleged extra finishing cost. He described the alternate analysis of the claim using only a comparison of truck hauling costs but via the shorter tunnel route.

Mr. Toolson reiterated that there was an extra cost of finishing. The use of trucks required a series of little ramps to get out of the depressed Stadium section up onto the adjacent streets.

After excusing the others present, the Board immediately deliberated the claim material. They found the contractor's position on the finishing cost to be reasonable and unanimously approved a complete and final claim settlement in the amount of $85,953.10. This was with the understanding that it would have to be confirmed by the Highway Commission and that this would be a non-participating item in that the Canyon Road project which has utilized the excavation material involved here was a non-participating part of the subject project.

Several members of the Board complimented the State people on the obvious effort and thorough presentation that was made on this claim.

The Metro Division is preparing a Price Agreement for the contractor's signature and a request for Highway Commission approval has been submitted to Mr. Klaboe.

JAB:fw
cc R. L. Porter

John A. Bond, Secretary
Claims Review Board

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FOR FILE

EI 40-6(1)FC-2
6832

November 7, 1969

Oregon State Highway Commission

Gentlemen:

The Gibbons and Reed Company, contractor on the N. W. Johnson-S. W. Montgomery Section of the Stadium Freeway, Contract No. 6832, has made claim for additional compensation arising from its placing of excavation material in the Canyon Road area of the Sunset Highway.

This Stadium Freeway project was contracted in May 1966, and one of the requirements was to utilize part of the excess general excavation material which had to be removed from the Johnson-Montgomery Section by placing it in the vicinity of the Highlands Interchange-Vista Ridge Tunnel Section of the Sunset Highway (Canyon Road) where it was needed as embankment for a future improvement there. At that time, the eastbound Vista Ridge Tunnel was under contract with the expectation that it would be completed in the fall of 1967 and would be available to the contractor after that time as a shorter access route to the fill area along Canyon Road.

As the Stadium project progressed, our plans changed in two respects: More material would be needed along Canyon Road in order to build to a revised plan, and a decision was made to proceed with a second or westbound Vista Ridge Tunnel on which bids were called in January 1968. The westbound tunnel project involved work in the immediate vicinity which, in effect, blocked off any route of access via the eastbound tunnel. This imposed a change in the contractor's operations and the balance of his excavation materials (approximately 147,000 cubic yards) had to be hauled to the Canyon Road area by trucks over a greater distance via existing streets.

The contractor originally made claim for over $248,000 because of this change. Lengthy negotiation with the contractor and analysis of costs have resulted in his reducing the amount of the claim to $85,953.10. Our State Highway Claims Review Board has reviewed the entire matter and unanimously recommended an adjustment to the contractor in the amount of the revised claim. Payment to the contractor in the amount of $85,953.10 would effect a complete and final settlement of all contract claims on the project. Such an adjustment is in the best interest of the State and I recommend your approval. This material was used on a State project, so no Bureau of Public Roads' approval is required.

This matter will be on the agenda for your consideration at the November 18 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
V. D. Wolfe
F. D. Morgan
I. D. Marchant
A. E. Johnson
V. E. Skeog
L. H. Young

JAB:fw sr

FORM E-30 (12-67)

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 4, 1969

SUBJECT: N.W. Johnson-S.W. Montgomery
Contract No. 6832
Claim Review

To:

Mr. R. L. Porter ✓
Mr. F. B. Klaboe
Mr. Tom Edwards
Mr. G. E. Rohde
Mr. V. E. Skoog

Attached are copies of some basic material pertinent to the contract claim on the subject project which you will review starting at 1:15 P.M. this coming Thursday, November 6, in the Small Conference Room #103.

A key issue in this claim is the availability of the first Vista Ridge Tunnel (Eastbound) as a haul route for excess general excavation material originating on the Stadium Freeway but deposited in the Canyon Road Section as embankment for a future project. Attached are copies of special provisions which mention the tunnel (built under a separate contract), sketch map showing relative location of excavation and fill areas and haul routesbetween, a February 28, 1968 letter to the contractor formally notifying him that the tunnel would not be available to him, a March 4, 1968 letter from the contractor which he since contended constitutes his notice of the claim, and two more recent communications from the contractor describing the claim and its amount.

John A. Bond

John A. Bond, Secretary
Claims Review Board

NOTED
R. L. PORTER

JAB:fw

Attach.

RECEIVED
NOV 4 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Plans - The contractor shall submit to the engineer his plan for providing for traffic at locations where optional methods have been permitted and this plan shall have the approval of the engineer prior to start of any work that will interfere with traffic.

Payment - All labor, materials and equipment required in the providing for traffic as herein set forth, as called for on the plans, as set forth in the standard specifications and any additional work as may be required for the safe handling of traffic throughout the length of the project during construction, except for flagging, detour striping and temporary detour signing as hereinafter set forth, will be made on the basis of the lump sum amount bid for the item:

(a) Provide for Traffic

Payment for flagmen will be made as set forth in Article 7-30.

All temporary construction signs in connection with detours and detour striping will be paid for on an "extra work" basis as set forth in Article 4-4.

## SECTION 5 - CONTROL OF WORK

### 5-3 Plans

The plans which are applicable to the work to be performed under this contract bear title and date as follows:

"Structures, Grading, Paving, Signing, Illumination & Traffic Signals
N.W. Johnson-S.W. Montgomery Section
Stadium Freeway & Sunset Highways
Multnomah County
May, 1966"

### 5-5 Co-operation with Other Contractors

The contractor is advised that building demolition, grading, paving and signing work within or alongside or adjacent to the limits of the project is being or will be performed under separate contract as follows:

N.W. Johnson-S.W. Montgomery Section

| Project | Estimated Date of Completion |
|---|---|
| S.W. Montgomery-S.W. Broadway, Structures, Grading, Paving, Signing & Illumination Project | Sept. 15, 1966 |
| Vista Ridge Eastbound Tunnel, Structure, Grading and Paving Project | Sept. 30, 1967 |

Noncompletion of work by the other contractors will not relieve the contractor on this project of his obligations to entirely complete all work specified to be done under this contract. Neither will such noncompletion entitle him to extra compensation of any kind.

## SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES

### 7-16 Class of Project and Federal Participation

This project is a "Federal-Aid Interstate Highway Project", and is to be conducted in accordance with the Federal regulations applying to that class of project.

### 7-26 Damage to Public Utilities

The existing underground telephone conduit on N.W. Everett St. and S.W. Yamhill St. will be arranged as shown on Drawing Nos. 21841 and 21891 by the owners, Pacific Northwest Bell Telephone Company.

The contractor will be required to perform all construction work around and under these conduits and conduit supports. The contractor shall exercise extreme care in working around these conduits and conduit supports and will be solely and directly responsible to the owners for any damage to the conduit which may result from his operations.

Upon completion of the structures the contractor shall remove the pile supports and fill holes as shown on the plans and as directed by the engineer.

No separate payment will be made for the above work or for any extra expense for working around and under the conduit and conduit supports, it being understood that payment therefor is included in payment made for the listed bid items.

## SECTION 102 - ROADWAY EARTHWORK

102-1.8 Haul and Overhaul. Contrary to the provisions of this Article, overhaul will not be a pay item on this project.

102-2.1 Disposal of Excess Materials. Excavated materials not required for filling or backfilling within the limits of the project will be classed as excess materials and shall become the property of the contractor at the point of excavation and shall be disposed of by him in a manner not unsatisfactory to the engineer.

The State has been informed by the Port of Portland that they will make areas on and around Swan Island available to the contractor for the disposal of excess materials. The Port of Portland has stated that they will provide the equipment necessary to distribute the material in the disposal areas and will develop whatever access in required by the contractor for ease of operation on their property. If the contractor elects to use said disposal areas he will be expected to contact the Port of Portland to determine the areas which will be made available and to make his own arrangements for using same.

102-3.3 Abandoned Pipes and Miscellaneous Matter. All sewers and other pipes which are abandoned, whether they are located in embankment areas or not, shall be plugged or sealed in a watertight manner with portland cement concrete.

All underground storage tanks, vaults or other voids lying below the elevation subgrade shall have all objectionable matter removed and shall be completely filled with gravel or sand. Tops of said tanks or vaults shall be removed prior to filling.

102-3.15 Temporary Haul Road Surfacing Through Tunnel. If the contractor elects to haul material through the new Vista Ridge Tunnel he shall construct a temporary surface on the floor of the tunnel for use as a haul road. The surfacing shall be composed of granular material having a plasticity index of zero (AASHO T-91). Upon completion of the project such temporary surfacing shall be removed.

GIBBONS & REED COMPANY
CONTRACTORS
General Office — Salt Lake City, Utah

REPLY TO:
6405 N. E. GLISAN
POST OFFICE BOX 13388
PORTLAND, OREGON 97213
TELEPHONE 234-9681

October 24, 1969

Oregon State Highway Department
5821 N.E. Glisan
Portland, Oregon 97213

Attention: Mr. A. E. Johnson, Metropolitan Engineer

Re: N.W. Johnson - S.W. Montgomery Section
Stadium Freeway, Contract 6832
Revised Claim of Gibbons and Reed Company

Gentlemen:

In accordance with your suggestion we are submitting herewith the final revisions to the claim previously submitted. As you know, the minor adjustments to the claim reflected by the enclosed work sheets are a result of a joint review of our records by the undersigned and Mr. James McClure of your department.

Our revised claim may be summarized as follows:

| | |
|---|---|
| Actual Cost | $184,453.21 Canyon |
| Theoretical Cost | 113,048.00 Tunnel |
| Difference | 71,405.21 |
| Additional Finishing Cost | 9,682.64 |
| Subtotal | 81,087.85 |
| Overhead and Bond | 4,865.25 5.59% |
| TOTAL | $ 85,953.10 |

85953
75447
10506

We understand from our previous conversations that there is no disagreement remaining between us except as concerns additional finishing costs. While we are encouraged by our agreement on the bulk of the claim, we still feel strongly that we are entitled to compensation also for the latter ~~two~~ items. Accordingly, as you have suggested, we hereby request a hearing before the Claims Review Board for the purpose of substantiating the items still in dispute.

You have indicated that perhaps a hearing could be held on November 6th or 7th. We could be available either of these dates, but November 6th would be preferable from our standpoint. We shall await your advice as to the actual time and date of the hearing.

Very truly yours,

GIBBONS AND REED COMPANY

R. E. Westermann

R. E. Westermann
Assistant District Manager

encl.

Transmitted Dec. 16, 1968

# STATEMENT OF CLAIMS

Under the terms of the contract, the Contractor could elect to use the Vista Ridge Tunnel as a haul route upon its completion. Such use was subject only to certain restrictions regarding protection of the structure. Section 102-3.15. The contract indicated that the tunnel was scheduled for completion on September 30, 1967.

The tunnel was actually completed and turned over to Gibbons and Reed for its use on November 30, 1967. For the purpose of this claim, however, the tardy completion of the tunnel has been ignored.

On February 28, 1968, due to work to be performed pursuant to the second tunnel contract, which altered the original plan for 18th Street, Gibbons and Reed Company was advised that it could not use the completed tunnel as a haul route. The effect of denying Gibbons and Reed use of the tunnel is the basis for this claim. The effects were two fold:

(1) A substantial quantity of material that would have been hauled through the tunnel by scrapers was required to be hauled by legal haul equipment on Canyon Road, resulting not only in longer, slower, and more expensive hauling, but in some instances necessitating double handling of the material;

(2) Material that in any event would have been hauled in trucks had to be hauled a longer distance and in smaller loads than if the same material could have been hauled through the tunnel. These claims are discussed in detail below.

## Claim (1): Inability to Use Scrapers

From November 30, 1967, to the end of the project, a total of 224,870[1] cubic yards of material was hauled into the Canyon. Of this quantity, 166,521[2] cubic yards were General Excavation. The average length of haul via Canyon Road was 3.55[3] miles; the average haul through the tunnel would have been 1.15[4] miles.

The actual cost of hauling 166,521 cubic yards General Excavation via Canyon Road in legal haul loads was $368,301.71[5]. This cost reflects the effects of traffic congestion, street cleanup, etc., as well as the obvious factors of reduced speed, load size and greater haul distance.

If the tunnel had been available, of the 166,521 cubic yards moved in this period, 136,521[6] cubic yards would have been hauled in scrapers, and the balance (30,000 cubic yards)[7] would have been hauled in legal haul trucks. The cost of this operation would have been $133,824.00.[8] Thus, the difference between the respective costs ($368,301.71 - $133,824.00) or $234,477.71, represents the increased cost of hauling General Excavation in legal haul equipment due to the unavailability of the tunnel from November 30, 1967 to the end of the project.

In addition to the increased hauling cost set forth above, inability to use scrapers for hauling to the Canyon area increased costs in another respect. All finish grading was to have been performed with a TS14 scraper and a paddle scraper. However, because the tunnel was not available, use of the scrapers was limited to grading that did not require

hauling to the Canyon fill. In areas where there was a surplus of material and hauling to the Canyon fill was necessary, the work had to be performed with front end loaders and legal haul trucks. Thus, two separate grading operations were carried on, rather than a single operation utilizing scrapers, as intended by the Contractor.

The actual cost of finish grading was $19,365.28.[9] In the Contractor's judgment this expense was increased by at least 25% due to duplication of the operation. Conservatively, this claim has been computed using 22.5% as the increased cost. Thus, the loss to the Contractor was $4,357.19.

The total loss to the Contractor by being denied the opportunity to utilize scrapers in performing General Excavation and finish grading is the sum of $234,477.71 and 4,357.19, or $238,834.90.

Claim (2): Increased Cost of Hauling Structural Excavation

Between November 30, 1967 and completion of the project, 58,349[10] cubic yards of structural excavation were hauled to the Canyon fill. All of this material was moved in legal haul trucks. For the purpose of this claim, it is assumed that all of this material would have been hauled in legal haul equipment even if the tunnel had been available. This assumption is made so that the claim will be on the conservative side; in point of fact, it is likely that some of this material would have been moved in scrapers.

Of the total of 58,349 cubic yards involved, 20,000[11] cubic yards were hauled prior to March 1, 1968; the balance of 38,349 cubic yards was hauled between March 1, 1968 and completion of the job. The yardage moved prior to March 1, 1968, was adversely affected only by the increased haul distance; the cost of hauling the material moved after March 1, 1968 was adversely affected both by increased haul distance and by reduced load size.

The comparitive haul cycles are set forth in the appendix.[12] In summary, the cycle time through the tunnel would have been 6.20 minutes; the cycle time via Canyon Road was 11.60 minutes. The operating expense for the equipment with operator was $11.50 per hour. Thus, the cost of haul via Canyon Road during the period prior to March 1, 1968 was $0.3031 per cubic yard. The cost of hauling the same material via the Tunnel would have been $0.1620 per cubic yard. The difference between these unit costs applied to 20,000 cubic yards indicates an additional cost to the Contractor of $2,822.00.

After March 1, 1968, the load sizes were reduced from an average of 8.8 cubic yards to an average of 8.0 cubic yards. The reduction in load size coupled with the greater haul distance raised the unit cost to $0.3335 per cubic yard. As explained above, this material would have been moved through the tunnel at a cost of $0.162 per cubic yard. The total additional cost was, therefore, $6,576.85.

The sum of the increased costs for the periods before and after March 1, 1968, is $9,398.85.

Summary:

CLAIM NO. 1

| | | |
|---|---|---|
| Additional cost due to denial of tunnel | = | $ 234,477.71 |
| Additional finishing cost | = | 4,357.91 |
| Total Claim No. 1 | = | 238,835.62 |

CLAIM NO. 2

| | | |
|---|---|---|
| Additional cost of hauling structural excavation prior to 3-1-68 | = | 2,822.00 |
| Additional cost of hauling structural excavation after 3-1-68 | = | 6,776.85 |
| Total Claim No. 2 | = | 9,598.85 |
| TOTAL CLAIM | = | $ 248,434.47 |

Fred W. Hill, Member
Media

February 28, 1968

Gibbons & Reed Company
6405 N. E. Glisan
Portland, Oregon 97213

re: N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

Gentlemen:

As indicated to you yesterday in a meeting in Mr. Heinz' office, we find it necessary to allow the tunnel contractor to proceed with his work in S. W. 18th Avenue.

Effective March 1, 1968, the roadbed at this point will be turned over to the tunnel contractor and severance of the fill will effectively block any major use of the eastbound tunnel.

Very truly yours,

A. E. Johnson
Metropolitan Engineer

By

ORIGINAL SIGNED BY A. V. BENEDICT

A. V. Benedict
Assistant Metropolitan Engineer

AVB:ah

bcc Tom Edwards
F. B. Klaboe
Ivan D. Merchant
F. D. Morgan
Roy Heinz
William Ikola

NOTED
D. L PETERSON

NOTED
J. H. VERSTEEG

NOTED
JON ROSE

7.

February 28, 1968

Gibbons & Reed Company
6405 N. E. Glisan
Portland, Oregon 97213

re: N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

Gentlemen:

As indicated to you yesterday in a meeting in Mr. Heinz' office, we find it necessary to allow the tunnel contractor to proceed with his work in S. W. 18th Avenue.

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Very truly yours,

A. E. Johnson
Metropolitan Engineer

By

ORIGINAL SIGNED BY A. V. BENEDICT

A. V. Benedict
Assistant Metropolitan Engineer

AVB:sh

bcc Tom Edwards
F. B. Klaboe
Ivan D. Merchant
F. D. Morgan
Roy Heinz
William Ikola

NOTED
D. L PETERSON

NOTED
J. H. VERSTEEG

NOTED
JON ROSE

CONTRACTORS

ADDRESS REPLY TO
N. W. JOHNSON
POST OFFICE BOX 4989
PORTLAND, OREGON
TELEPHONE 234-9681

March 4, 1968

Mr. A. E. Johnson
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

Re: N. W. Johnson - S. W. Montgomery
Stadium Freeway
Contract: 6832

Dear Sir:

This is in regard to your letter of June 7, 1967 and our subsequent conversations concerning the change in our contract which was raised by your June 7, 1967 letter.

As we discussed during the meeting in your office on February 27, 1968, the change which the State has proposed concerning the quantity of fill in the canyon area causes a substantial change in our operations, and in turn in the cost of doing the work. Your proposal has already had an impact on our work by causing us to change our schedule of excavation and related work. In line with the request of your June 7, 1967 letter, we suspended wasting of material until conditions were suitable for the placement of such material in the fill west of the tunnel. As you know, weather conditions have not permitted placement of any substantial quantity of fill material for several months.

Your letter of February 28, 1968 indicates that we will not be permitted to use the tunnel as a haul route to the fill area. The material which remains to be hauled is generally that material which was added to the embankment section by the change outlined in your letter of June 7. Since this work is additional work under the contract, the price of this work and the increased cost attributable to the change set forth in your June 7 letter will have to be determined and agreed upon when circumstances concerning the work are clarified. One of the important circumstances, of course, was to have been the availability of the tunnel as a haul route. If this route is not to be available as indicated by your February 28 letter, and we are forced to use Canyon Road, with all of the attendant problems of traffic, weight limitations, etc., the cost of the work will be substantially greater than previously estimated.

We will proceed in accordance with your letter of February 28, 1968 unless we receive contrary instructions from the State.

Very truly yours,

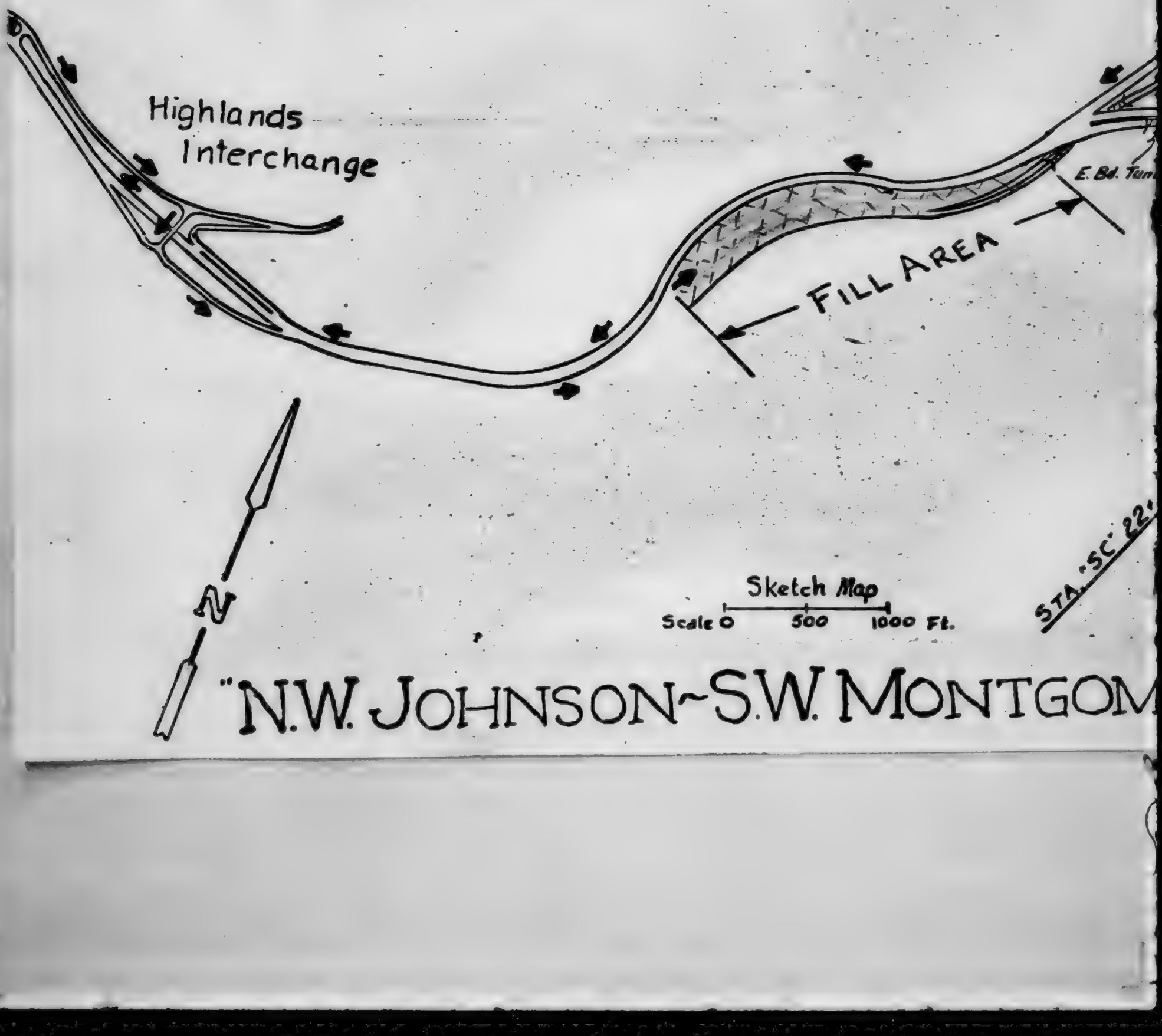
GIBBONS & REED COMPANY

A. V. Toolson, Vice President

## HAUL ROUTES

← Truck Haul via. S.W. Canyon Rd. 3.68 miles

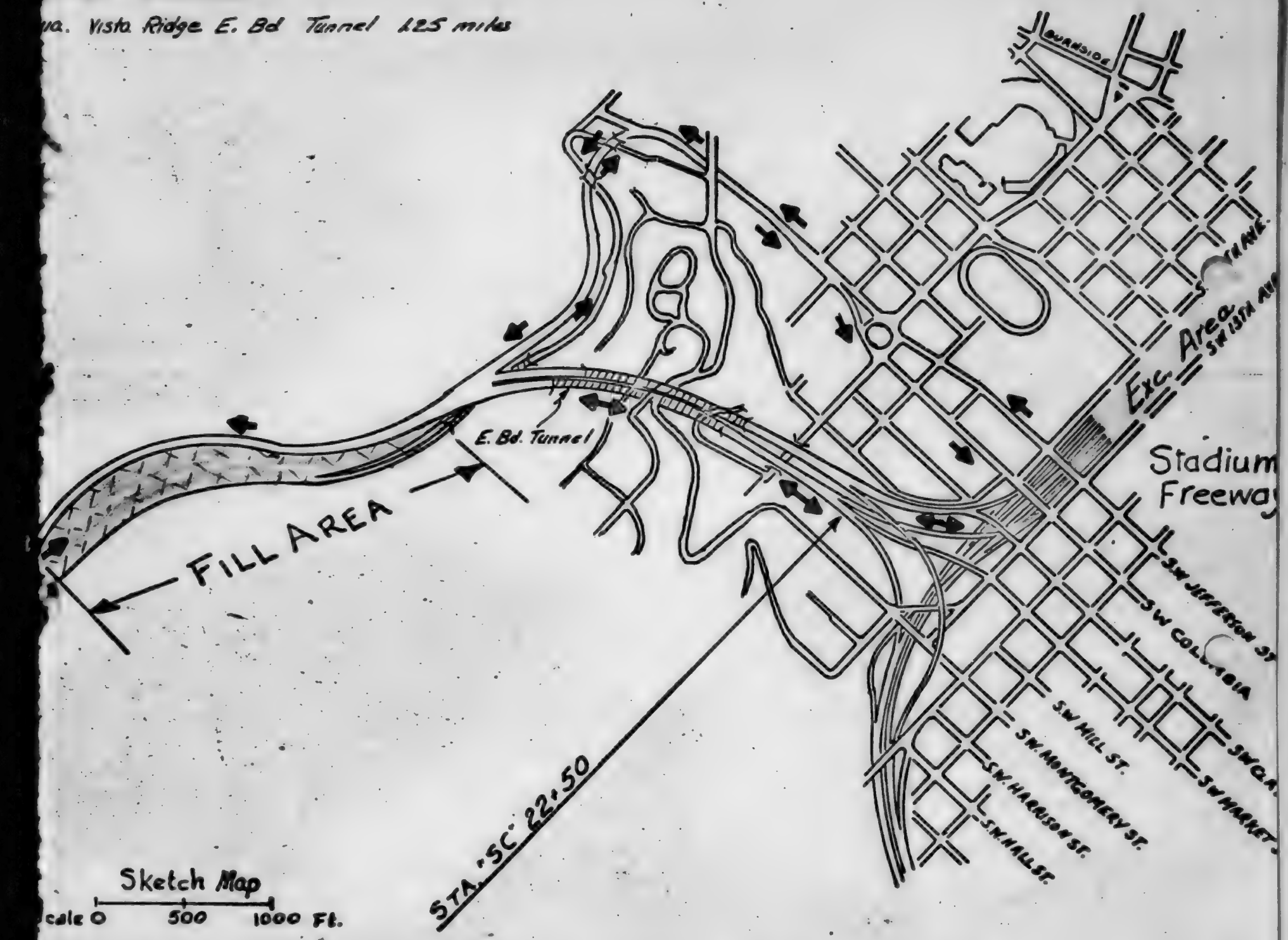
↔ Scraper & Truck Haul via. Vista Ridge E. Bd Tunnel 1.25 miles




# "N.W. JOHNSON~S.W. MONTGOM

...n Rd. 3.68 miles

...a. Vista Ridge E. Bd Tunnel 1.25 miles




# ~S.W. MONTGOMERY SECTION"

OREGON STATE
HIGHWAY DEPARTMENT

METROPOLITAN SECTION

5821 N.E. GLISAN • PORTLAND, OREGON • 97213 • Phone 235-8911

R. L. PORTER

SUMMARY

N.W. Johnson-S.W. Montgomery
Stadium Freeway
Contract No. 6832

| | |
|---|---|
| Original Contract Items | $12,321,886.45 |
| Contingencies | 571,550.02 |
| *Less Anticipated Items and State's Share of Flagging | *12,893,436.47 |
| Contract Items Paid | $11,834,500.65 |
| P.A.'s & E.W.O.'s Paid | 366,788.23 |
| Total Paid | $12,201,288.88 |

Percent Underrun - - - 5.37%

| | | |
|---|---|---|
| Date of Contract Award | | May 23, 1966 |
| Specified Completion Date | (850 days) | October 10, 1968 |
| Actual Completion Date | (941 days) | May 21, 1969 |
| | (101-day extension authorized) | |

SUMMARY OF GIBBONS & REED'S HAULING CLAIMS

Period of Claims - Nov. 30, 1967 to End of Project

| Claims and Dates Submitted | Amount | Action |
|---|---|---|
| Original Claim (Sept. 16, 1968) | $248,434.47 | Rejected by State (Mar. 11, 1969) |
| Revised Original Claim (Mar. 27, 1969) | 152,684.41 | Offer by Division to recommend $63,000 (June 4, 1969) |
| Re-evaluated Claim (Sept. 24, 1969) | 101,234.00 | Review of Contractor records. |
| Final Claim (Oct. 24, 1969) | 85,953.10 | Claims Review Board |

OREGON STATE
HIGHWAY DEPARTMENT

METROPOLITAN SECTION

5821 N.E. GLISAN • PORTLAND, OREGON • 97213 • Phone 235-8911

CLAIMS REVIEW BOARD

Subject: Gibbons & Reed Claim
N.W. Johnson-S.W. Montgomery Section
Stadium Freeway
Contract 6832

Basis and Introduction of Claim

The effect of denying Gibbons & Reed Company use of the Vista Ridge Eastbound Tunnel for a haul route is the basis of this claim.

The contractor under terms of their contract could elect to use the new tunnel upon its completion, for use as a haul route. Such use is set forth in the Special Provisions, under Article 102-3.15, "If the contractor elects to haul material through the new Vista Ridge Tunnel he shall construct a temporary surface on the floor of the tunnel for use as a haul road."

Availability of Tunnel

Estimated date of Availability September 30, 1967, under Cooperation with Other Contractors Section of Special Provisions.

By letter from A. E. Johnson dated November 30, 1967, to Gibbons & Reed, they were informed that the tunnel was available for hauling purposes. This letter was at the request of Mr. James Nelson, Gibbons & Reed's job superintendent. He stated that there would be no intent to use the tunnel but the letter was needed so they could complete subcontract obligations with their excavation and hauling contractor, J. W. Vickery, Inc.

Denial of Tunnel

By letter from A. E. Johnson dated February 28, 1968, Gibbons & Reed Company was advised that effective March 1, 1968, they could not use the completed tunnel as a haul route due to pursuant work on the second tunnel.

Notification of Claim by Contractor

The first indication of a claim was at a meeting with Gibbons & Reed personnel, Metropolitan Division staff and Resident Engineers on February 7, 1968. A letter dated March 4, 1968, from Mr. A. V. Toolson of Gibbons & Reed confirmed the claim possibilities.

Basis on how Gibbons & Reed would approach the claim was not known until presentation of claim on September 16, 1968. During the claim period normal routine records were kept by resident engineer.

Submittal of Original Claim by Gibbons & Reed Company December 16, 1968

The original formal claim presented by the contractor for $248,434.47 stated the basis and method of determining the claim amount.

The method of approach used by the contractor basically is the difference between their actual hauling costs as compared to a theoretical truck and scraper hauling operation through the Vista Ridge Tunnel.

The period of claim is from November 30, 1967, to the end of project.

In subsequent claim revisions the approach remains basically the same up to their final claim, with reductions mostly in the contractor's costs.

Establishment of Earthwork Quantities

Establishment of the embankment placed in the canyon during the claim period was determined by the difference in a field embankment remeasure, for a difference of 128,744 cys.

By verbal agreement with the contractor, the Stadium Freeway excavation quantity was established. A total of 146,762 cys was agreed on with a breakdown of 88,462 cys scraper haul and 58,300 cys truck haul.

These quantities are substantiated by a February job remeasure and ~~back~~ truck counts.

Discussions with Contractor

| Date | Meeting Location | Remarks |
|---|---|---|
| 12-16-68 | Letter | Original Claim $248,434 |
| 3-11-69 | Letter | A. E. Johnson rejected claim |
| 3-21-69 | Meeting at Gibbons & Reed | Gibbons & Reed would review cost records for erroneous charges. |
| 4-10-69 | Meeting in Gibbons & Reed office | Revised claim amount to $152,685 and the State would evaluate. |
| 6- 4-69 | Meeting in Construction office, Salem, Oregon | State analysis will justify and credit [illegible] (if there is a basis). Rejected by contractor. |

| Date | Meeting Location | Remarks |
|---|---|---|
| 6-6-69 | Meeting in Construction office | Contractor and Legal representative reviewed all our records including some we felt were confidential. |
| 8-26-69 | Meeting in Construction office | Establish with Contractor quantity and haul distance. Contractor to revise claim amount. |
| 9-24-69 | Meeting in Metro office | Contractor presented revised claim and documents of amount $101,234. |
| 9-24-69 to 10-24-69 | McClure in Gibbons & Reed office | Review Contractor's documents and revise basic data leading to final claim. |
| 10-24-69 | Letter | Received final claim amount of $85,953 and request for meeting with Claim Review Board. |

Final Claim

By review of Gibbons & Reed's costs and documentations, we can agree on a basic amount of $75,500, rejecting the portion of claim that refers to Finishing Cost.

Item Summary of Gibbons & Reed's Final Claim

| Item | Claim | Comments |
|---|---|---|
| 1. Contractor's actual cost of hauling 146,762 B-Cy's with legal trucks to Canyon fill via SW Canyon Road distance of 3.86 miles from center of mass. - - - - - - - - - - - - - - - - - - | $184,453.21 | In basic agreement of the amount through checking of contractor's records. |
| 2. Contractor's theoretical cost of hauling 88,462 B-cy's with scrapers and 58,300 B-cy's with legal trucks via the Vista Ridge E. Bd. Tunnel a distance of 1.25 miles from ctr. of mass. - - - - - - - - - - - - - - - | $113,048.00 | Conceding the fact that scrapers could have been used, the theoretical cost amount is discretionary. This is a reasonable amount. |
| Haul Cost Difference - - - - - - - - | $ 71,405.21 | |

| Item | Claim | Comments |
|---|---|---|
| 3. Compensation for additional finishing costs. Contractor claims their finishing costs of $33,351.04 could have been reduced by 28.6% if the theoretical scrapers were used. - - | $ 9,682.64 | Rejection of this cost, no basis as part of claim. |
| Subtotal | $81,087.85 | |
| 4. Overhead and Bond 5% Overhead 3/4% for Bond approx.- | $ 4,865.25 | In agreement with only the 5 3/4% as being reasonable. |
| Total Claim - - | $85,953.10 | |

Justification of Claim on a Yard-Mile Basis

Based on the 128,744 cubic yards of embankment in place and haul distances as known facts, that $0.23 per yard-mile of embankment measure is a reasonable haul cost, the following yard-mile derivation is applicable:

Haul Distances

| | | |
|---|---|---|
| Ctr. of Mass via S.W. Canyon Rd. | = | 3.68 miles |
| Burnside Area via S.W. Canyon Rd. | = | 3.91 miles |
| Ave. distance by volume | = | 3.729 miles |
| Ctr. of Mass via Vista Ridge Tunnel | = | 1.25 miles |
| Burnside Area via Vista Ridge Tunnel | = | 1.57 miles |
| Ave. distance by volume | = | 1.318 miles |
| Haul difference | | 2.411 miles |

Difference in Haul Costs

Cost difference = 128,744 c.y. x $0.23 x 2.411 miles

= $71,392

| | | |
|---|---|---|
| Contractor's overhead and bond (5.75%) | = | 4,105 |
| Claim Total | | $75,497 |

Recommendations to Claims Review Board

The Metropolitan Division is of the opinion that if the denying of the use of the tunnel for a haul route does constitute a basis for a claim, we do not agree that the

claim should be based on the actual contractor's haul cost versus a theoretical scraper haul cost, but rather a difference in haul on a yard-mile basis. We feel that this basis of computation is sufficient to provide for various incidental costs applicable to each route. We do not believe that the item of finishing costs proposed by the contractor is pertinent to the claim.

Ignoring the item of finishing costs, the contractor's claim with 5 3/4% overhead and bond would reduce to:

| | |
|---|---|
| Contractor's haul difference | $71,405.21 |
| 5 3/4% Overhead and Bond | 4,105.80 |
| Total | $75,511.01 |

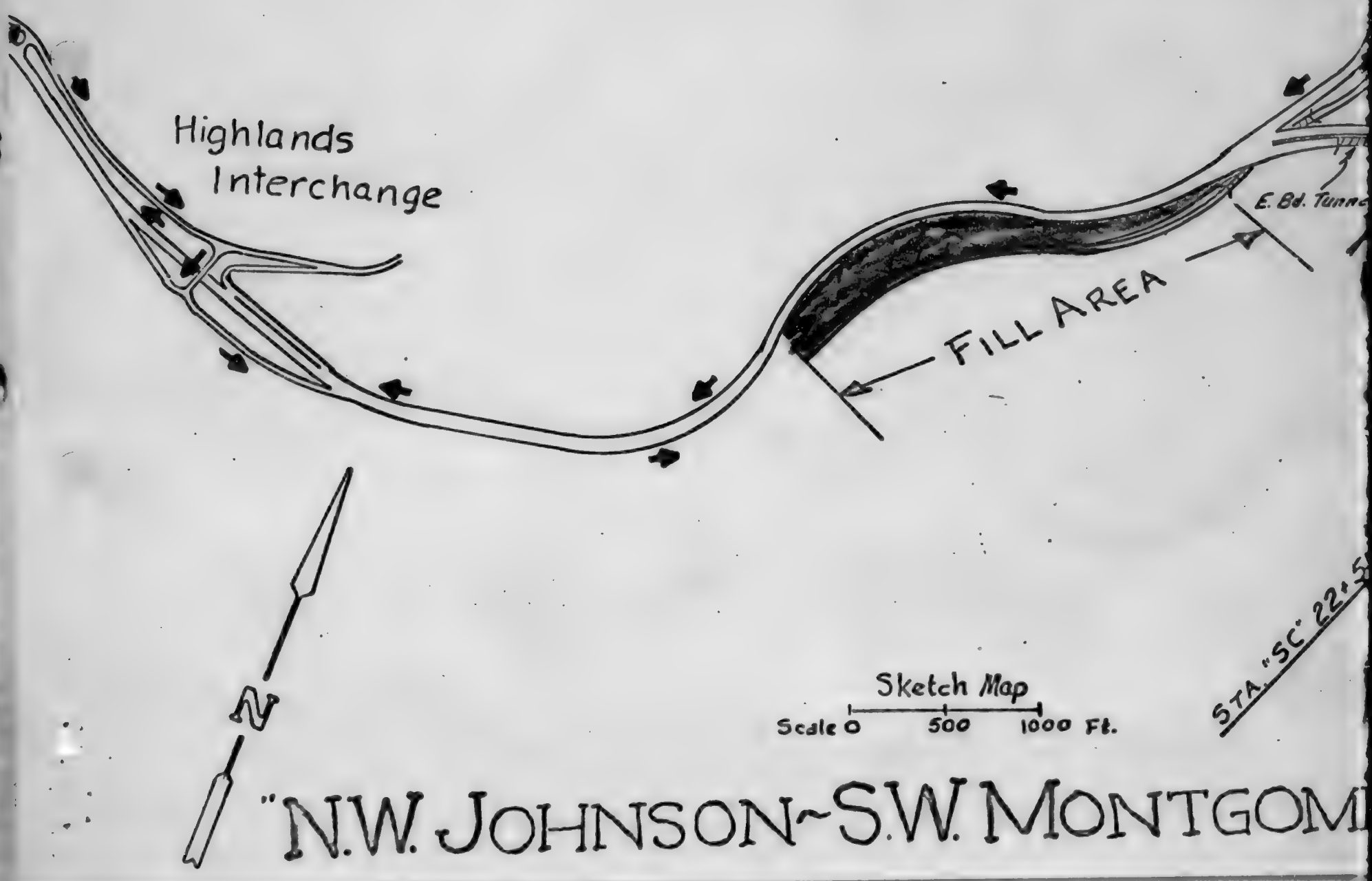
As noted above, a settlement on a yard-mile basis amounts to $75,497.

Providing that a claim basis does exist, the Metropolitan Division would recommend a settlement to the contractor in the amount of $75,500. In our opinion this settlement would be in the public's interest.

## HAUL ROUTES

← Truck Haul via. SW. Canyon Rd. 3.68 miles

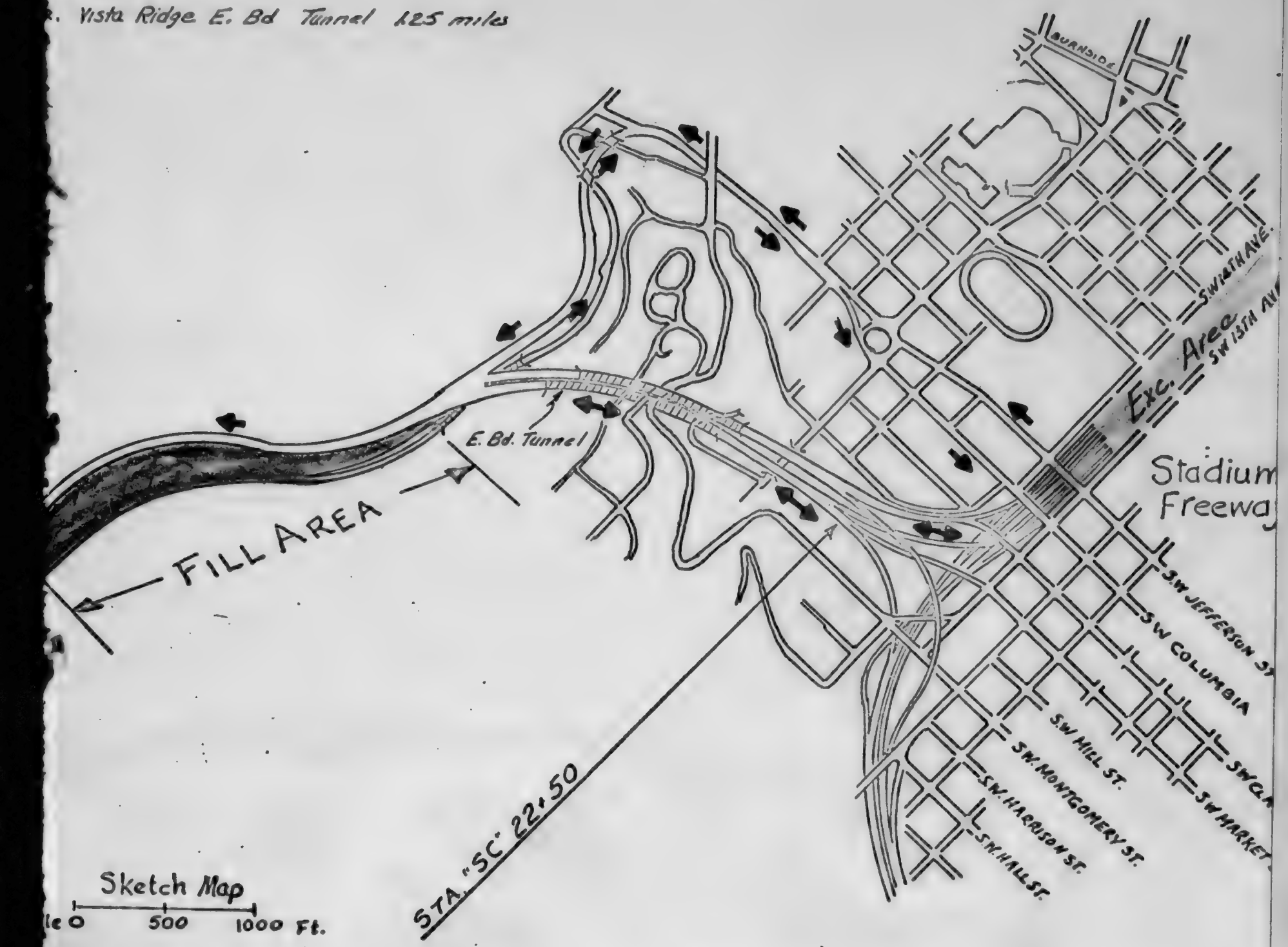
↔ Scraper & Truck Haul via. Vista Ridge E. Bd Tunnel 1.25 miles




# "N.W. JOHNSON~S.W. MONTGOM

Rd. 3.68 miles

. Vista Ridge E. Bd Tunnel 1.25 miles




Sketch Map

le 0 500 1000 Ft.

# S.W. MONTGOMERY SECTION"

RECEIVED
SEP 2 - 1969
FOR FILING

I-405-8(13)302
6832

August 26, 1969

The Travelers Indemnity Company
Fidelity & Surety Department
700 Main Street
Hartford, Connecticut 06108

Gentlemen:

A post-final payment for $2,423.59 will be made to Gibbons and Reed Company on Contract No. 6832 for structures, grading, paving, signing and illumination on the N. W. Johnson-S. W. Montgomery Section of the Stadium Freeway and Sunset Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $12,222,997.52, including the post-final payment. Of the total, $61,752.18 is for force account work.

Very truly yours,

Floyd Chery, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

ses

Gibbons and Reed Co.
P. O. Box 4959
Portland 13, Oregon

Millers and Ames - Ringhols
P. O. Box 1226
Salt Lake City, Utah

bcc L. W. Rullen
V. E. Skoog
Attn: John Herr

FORM PR-33A(2) (REV. 3-68)

# FINAL ACCEPTANCE REPORT

*(PPM 20-6.1)*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

OSHD (Idaboe)
OSHD (Edwards)
Region
Wash DC

I-405-8(13)302
68

| REGION NO. | REPORT NO. | COUNTY | DIVISION |
|---|---|---|---|
| | 11 | Multnomah | Oregon |
| **DATE OF REPORT** | **REPORT MADE BY** | | **PROJECT NO.** |
| 8-7-69 | P. E. O'Neil, Asst. Area Engineer | | I-405-8(13)302 |
| **COMPLETION DATE** | **ACCEPTANCE DATE BY CONTRACTING AGENCY** | **TIME ELAPSED** | **CONTRACT TIME** |
| 3-21-69 | 5-2-69 | 98.1 | 850 |
| **APPROVED EXTENSIONS** | **LOCATION** | | |
| 101 days | Between NW. 15th and 16th and SW. 13th and 14th from Johnson to Montgomery in Portland, Oregon. | | |

*The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.

*A copy of the State's materials certificate is attached to the Division office copy of this report.

Compliance reviews made indicate that all applicable contract requirements relative to wage rates, payroll submissions, and labor provisions have been met.

There is compliance with section 1.23 of the Regulations pertaining to encroachment on the right-of-way.

REMARKS: *The project has been completed in reasonable close conformity with the approved plans and specifications, including authorized changes and extra work.*

SW. JOHNSON - SW. MONTGOMERY SECTION
STADIUM FREEWAY
Grading, Paving, Signing, Structures, and Illumination

The project was completed on March 21, 1969 at which time 934 chargeable days had elapsed. All participating work under State Force Order by State forces and others was completed April 16, 1969. In addition to the specified 850 calendar days allowable, 101 calendar days were allowed due to the rather large number of change orders which occured throughout the life of the project.

The final cost of the contract was $13,779,245.64 an underrun of 3.57%. There were some significant overruns and underruns; however, the net result was a 3.57% underrun. All the overruns and underruns were satisfactorily explained by the State.

The State has submitted the PR-47, Laboratory Material Certification and the Construction Engineer's statement.

Orig to Morgan 8-20-69

RECEIVED
AUG 19 1969
OFFICE OF
STATE HIGHWAY ENGINEER

* NOTE: Not applicable for direct federal projects.

| ACCEPTANCE OF PROJECT IS RECOMMENDED | | ACCEPTED BY BUREAU OF PUBLIC ROADS | |
|---|---|---|---|
| SIGNATURE: Original signed by G. K. HOSSNER<br>G. K. Hossner | | SIGNATURE: Original signed by R. E. Simpson<br>R. E. Simpson | |
| TITLE: Area Engineer | DATE: 8-7-69 | TITLE: Division Engineer | DATE: 8-14-69 |

REPLACES PR 33A(2) REV. 4-66 WHICH MAY BE USED UNTIL SUPPLY IS EXHAUSTED.

RECEIVED
JUN 9 - 1969
FOR FILING

SP*23811-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 4, 1969

To: Memo to the Files

SUBJECT: N.W. Johnson-S.W. Montgomery Sec.
Stadium Freeway
Contract 6832

On June 4, 1969, a meeting was held in the office of Mr. F. D. Morgan with representatives of Gibbons & Reed, contractors, to discuss two claims on the subject project. It was originally intended that Mr. Vickery, subcontractor for the placing of P.C.C. pavement, would be there to press his claim for costs of removing approximately 100 lineal feet of pavement. It developed that Mr. Vickery was unable to attend the meeting at the last moment, and no further discussions were held concerning this claim.

The following people representing Gibbons & Reed, contractors, and the Oregon State Highway Department were in attendance at the meeting:

Gibbons & Reed

A. V. Toolson
R. A. Frangke
R. E. Westermann

Oregon State Highway Department

A. E. Johnson
Oscar White
A. V. Benedict
James D. McClure
J. H. Versteeg
F. D. Morgan
Ed Johnsen
John Bond

The balance of the meeting was devoted to discussion of Gibbons & Reed's claim for compensation for costs incurred because of our denial of his use of the eastbound Vista Tunnel for hauling purposes. The writer opened the meeting by stating to the contractor's representatives that their revised claim had been studied by Highway Department personnel with the conclusion that total costs indicated by the contractor attributable to bid items 3 and 5 appear to be excessive. Our Resident Engineer McClure indicates that he believes $31,130 could be chargeable

to other operations and that there may be additional such charges. I also stated that we believed the theoretical scraper haul costs prepared by Gibbons & Reed omitted certain costs such as mobilization costs, demobilization costs, and equipment standby. I further stated that we did not believe that a comparison of actual costs with theoretical scraper costs was a valid method of determining the amount of claim costs and were prepared to offer a settlement on the basis of additional truck haul as actually hauled compared to a truck haul basis through the tunnel. I stated that during the claim period 128,744 cubic yards of embankment in place was deposited on Canyon Road and that we had computed the additional haul as 2.13 miles, which was the difference between 3.55 miles via Highlands Interchange and 1.42 miles through the tunnel. To this we applied a cost of 23¢ per yard mile embankment in place or approximately 19¢ per bank cubic yard mile and arrived at a settlement of approximately $63,000. I stated to the contractor that I was prepared to submit this to our Salem office with a favorable recommendation.

Mr. Ed Johnsen explained to the contractor his analysis of quantities as presented in the contractor's claim, which would indicate an excessively high shrinkage factor leading us to believe there were errors in the quantity computations in the contractor's claim.

At this point Gibbons & Reed brought up the question of suspension of waste material and asked if we had taken this into account. They were advised that we had merely taken into account what they had prepared in their claim and apparently they had not made any comparison of costs because of the suspension of waste. We indicated that we did not believe that this was pertinent since the basis of the claim was the unavailability of the tunnel for haul purposes.

Considerable discussion ensued relative to the use of scrapers, the contractor maintaining that he had always planned to use scrapers via the tunnel, and our position was that when the tunnel became available there was not sufficient material for a good scraper show--the remaining material being in the amounts of approximately sixty to eighty thousand cubic yards. Mr. Toolson inquired as to what we considered a minimum quantity for a scraper show, and Mr. Ed Johnsen advised him that he felt 100,000 cubic yards would be considered a minimum quantity. Mr. Franske questioned our statement that there appeared to be too much in the contractor's costs, and Mr. Ed Johnsen explained that analysis of the contractor's claim indicated that it would result in a cost of something like $3.00 per cubic yard. It was pointed out that a considerable amount--approximately 35,000 cubic yards--was handled within the job limits for replacement of excess excavation, etc. Mr. Johnsen further explained that we could go the route of laboriously going through Gibbons & Reed's books, but we felt that a haul adjustment was a more equitable solution. He stated that he had also made a scraper analysis which was not completely

in agreement with that of the contractor's. He pointed out to the contractor that we had timed his vehicles on the Canyon Road run to obtain a 27-minute cycle and had used a 20-minute cycle for tunnel haul. Mr. Bob Westermann stated that Ed's analysis agreed with theirs in difference in timing.

At this point I advised the contractor that we would be prepared to submit for consideration a Price Agreement on our basis and if this was not agreeable the contractor could request a hearing before the Claims Review Board, who would render a decision. If they were not in accord with the decision of the Claims Review Board, their final alternative was determination by a court.

Mr. Toolson stated that he would not consider our settlement, that we had arbitrarily denied them certain things, and that their claim was not only theirs but ours and was also the fault of the State. He felt that we were not reasonable and that it is our responsibility to cooperate with the contractor in settling this claim. We stated that we would cooperate, and on questioning indicated that we would be willing to meet with their representative to discuss our computations and that if they desired to do so to advise us, and if not to also advise us of their intent to appear before the Claims Review Board.

Some time after the meeting Mr. Bob Westermann called and requested a meeting with Mr. Ed Johnsen for Friday morning, June 6, to further discuss aspects of the claim, which meeting was agreed on.

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:lh

cc: F. B. Klaboe
F. D. Morgan

RECEIVED
JUN 6 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 28 1969
FOR FILE

EI-4105-S(13)302
18:2

May 27, 1969

The Travelers Indemnity Co.
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

A post-final payment for $200.00 will be made to Gibbons & Reed Company on Contract No. 6832 for structures, grading, paving, signing and illumination on the N. E. Johnson--N. E. Montgomery section of the Stadium Freeway and Sunset Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid on this contract will be $12,220,573.98, including the post-final payment. Of the total, $61,752.18 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

ej

cc Gibbons & Reed Co.
P. O. Box 4989
Portland 13, Oregon

Millers & Ames - Ringholz
P. O. Box 1226
Salt Lake City, Utah

bc L. W. Rulien, Division Engineer
Vernon E. Skoog
Attn: John Herr

RECEIVED
MAY 5 - 1969
FOR FILE

EI-405-8(13)302
6832

May 2, 1969

Oregon State Highway Commission

Gentlemen:

Work was completed March 21, 1969, on Contract No. 6832. The contract was with Gibbons and Reed Company and was for structures, grading, paving, signing and illumination on the N.W. Johnson-S.W. Montgomery Section of the Stadium Freeway and the Sunset Highway in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective May 2, 1969, and that you concur in this procedure at the Commission meeting on May 28.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
V. E. Skoog
Ivan Marchant
F. D. Morgan
L. H. Young
A. E. Johnson

srb sr

MAY 5 - 1969

EI-4105-8(13)302
6832

May 2, 1969

The Travelers Indemnity Co.
Fidelity and Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

Contract No. 6832 awarded to Gibbons and Reed Company for structures, grading, paving, signing, and illumination on the N. W. Johnson-S. W. Montgomery Section of the Stadium Freeway and Sunset Highway in Multnomah County was completed on March 21, 1969, and accepted by the Highway Commission on May 2, 1969.

Final payment in the amount of $373,928.89 will be released to the contractor after May 9, 1969. The total contract amount is $12,220,373.93 including $41,752.18 for work performed under force account.

You have been advised previously of claims filed with us against the contract.

Very truly yours,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Gibbons & Reed Company
P. O. Box 4989
Portland 13, Oregon

Miller & Anes - Ringhols
P. O. Box 1226
Salt Lake City, Utah
A. E. Johnson
F. D. Morgan
V. E. Skoog
Attn: John Herr

FORM S-30 (12-67)

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
April 21, 1969

To: Mr. L. W. Rulien
Division Engineer
P. O. Box 02157
Portland, Oregon 97213

SUBJECT: Johnson-Montgomery Section
Stadium Freeway
Contract No. 6832
"GM" Safety Rail Performance

On March 31, 1969 an automobile exiting the northbound Stadium Freeway on the Salmon Street off-ramp collided with the "GM" Safety Rail on the 14th Avenue crossing of the Stadium Freeway. Attached you will find a copy of the report of the accident prepared by James D. McClure, Resident Engineer, together with a copy of the Police report of the accident and six photographs showing the scene.

Please note the concluding paragraph of Mr. McClure's report recommends strengthening the guardrail which protects the sign structure which is located near 14th Avenue. I believe the results of this accident indicate that this work is warranted and would also recommend that it be done.

Copies of the data listed above describing this accident have been forwarded to the individuals listed below for their information inasmuch as the presence of the "GM" rail which was added to the project as a safety measure very probably saved the life to the driver of the vehicle.

A. E. Johnson
Metropolitan Engineer

By:

ORIGINAL SIGNED BY EDWARD L. HARDT

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:pb

Enc

cc: Tom Edwards
F. B. Klaboe
Ivan Merchant
F. D. Morgan
D. J. Barbee
James McClure
w/attach.

RECEIVED
APR 24 1969
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-90 (12-67)

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
April 8, 1969

To: Mr. A. E. Johnson
Metropolitan Engineer
O F F I C E

SUBJECT: Accident "14th Ave. Off" Ramp
N.W. Johnson - S.W. Montgomery
Stadium Freeway
Contract: 6832

The following informational report, with enclosures, is of an accident, that occurred on the "14th Ave Off" ramp of subject project. Enclosed is the following: sketch of ramp, police accident report and photographs of the area.

From an informational viewpoint this accident shows the great value of our "GM" Safety Rail and the inadequacy of our guard rail installation. In my opinion if the old Standard Parapet Rail had been constructed, this car would have ended up on the North Bound lanes of the freeway below, causing a much worse or fatal accident. The guard rail posts were split in half as the car apparently pocketed in the last section of rail and ended up head on into the cantilever sign column, this is shown by photo # 5 and # 6.

Before reinstallation of this rail I would recommend that the rail be attached to the structure with a anchor plate. The west end should be anchored to the sign footing by a stress rod or to the sign column itself. This would put this short section of rail in tension which would have eliminated the pocketing effect and added strength to the rail.

James D. McClure
Resident Engineer

JDM:ws

Enclosures

METROPOLITAN ENGINEER
RECEIVED
APR 8 1969
ME AME AME ACE MCE MTE

℄ 14th Ave

To Stadium

Not under Tension

Should be anchored to sign Column or footing by anchor Rod.

Sign Col.

Type 2 A Guard Rail (6'3" w/o Elec.)

Should be anchored to str.

℄ Ellis Rd

℄ "T" Line ℄

130'±

℄ "14th Ave Off" Ramp. (Structure)

South Bd.

"L" Line ℄

Stadium Fwy

End Skid Marks photo #2

55'±

North Bd.

Curve 35° C.R. 140' SP D = 25.0

Approx Loc. of Skid marks Photo #1 & 2

Sketch of Original Guard Rail Installation

Stadium Freeway

by J. D. McClure Apr. 3, 69

Scale 1" = 20'

Accident Report — Police ☐ F. STATE OF OREGON X INJURY ☐ PROP. DAMAGE

69-20905

3/31/69 | 7 20 ☐ A.M. X P.M. | 7 20 ☐ A.M. X P.M. | PORTLAND | MULTNOMAH

1-405 Exit Ramp to 14th Ave

190 ☐ X ☐ | X ☐ | ECL 14TH

ACCIDENT INVOLVED: ☐ PARKED ☐ PEDESTRIAN ☐ ANIMAL ☐ RAN OFF ROAD X FIXED OBJECT ☐ OTHER FIXED OBJECT

Jamrusmi Curt Thongpuw | 919 SW 14TH AVE

1556860 | Ore X ALIEN ☐ OTHER | DATE OF BIRTH 03-22-45 | Place an X under SEAT OCCUPIED if not installed, X if installed, 0 if in use. X | 24 | M | A

OCCUPANTS' NAMES | OCCUPANTS' ADDRESSES | SEAT OCC. | AGE | SEX | INJ.

VEHICLE NO. 1 - MOTOR VEHICLE

VEHICLE MAKE & MODEL: Chevrolet/Camro | BODY STYLE: 2 DR | YEAR: 1969

LICENSE PLATE NUMBER: TEMP A 1715-9 | STATE: OREGON | YEAR: 1970

DRIVER'S NAME AND ADDRESS: DRIVER

VEHICLE ACTUALLY DRIVEN: MAIN STEEET / Lot

DAMAGE SUSTAINED

IS VEHICLE DRIVABLE? ☐ YES ☐ NO

OPERATOR'S SPECIFICATION OF NEGLIGENCE OR OTHER FULL NAME | ADDRESS

OPERATOR LICENSE NO. | STATE ☐ ALIEN ☐ OTHER | SPECIFY TYPE | DATE OF BIRTH | Place an X under SEAT OCCUPIED if not installed, X if installed, 0 if in use. | SEAT OCC. | AGE | SEX | INJ.

OCCUPANTS' NAMES | OCCUPANTS' ADDRESSES | SEAT OCC. | AGE | SEX | INJ.

VEHICLE NO. 2 - TO BE USED FOR ANY ADDITIONAL VEHICLES, BICYCLES, OR OTHER

DISTRICT 1B
RECEIVED
APR 1 - 1969

VEHICLE MAKE & MODEL | STYLE | YEAR

LICENSE PLATE NO. AND STATE NOTED ☐ OMS ☐ ADMS ☐ DMO | YEAR

DRIVER'S NAME AND ADDRESS

VEHICLE ACTUALLY DRIVEN

DAMAGE SUSTAINED

IS VEHICLE DRIVABLE? ☐ YES ☐ NO

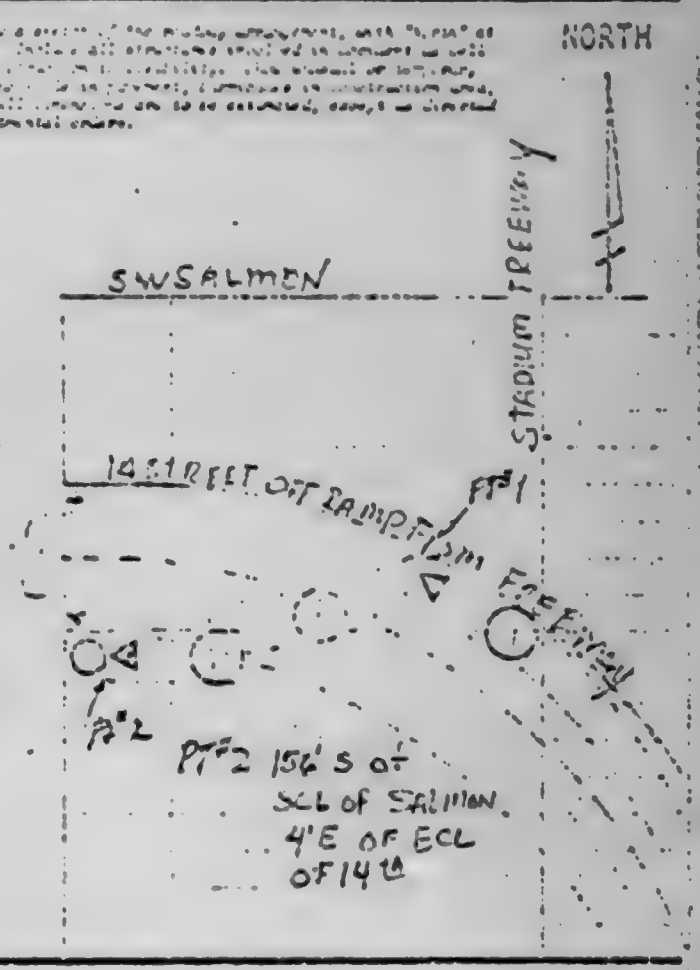
X CLEAR | X DRY | ☐ LEVEL | ☐ DAYLIGHT | SPEED OF VEHICLE NO. 1 (MPH) 126 | DR PETER RANDELL 12th SW SALMON
☐ RAIN | ☐ WET | ☐ GRADE OR CURVE | X DARKNESS, LIGHTED | DISTANCE TRAVELED AFTER IMPACT 190 | TO St Vincint Hospital
☐ SNOW | ☐ SNOW | X DARKNESS, LIGHTED | ☐ DARKNESS, UNLIGHTED | SPEED LIMIT 60 | BY AA Ambulance
☐ FOG | ☐ ICY | ☐ DARKNESS, UNLIGHTED | ☐ OTHER | DISTANCE SKIDDED
☐ OTHER | ☐ OTHER | ☐ OTHER

ACCIDENTS

#1 Cited (VBR Subsection "A" R-52875)

## DESCRIPTION & DIAGRAM OF ACCIDENT

#1 STATED HE WAS ROUNDING CURVE of OFF RAMP TO 14TH AND APPLIED POWER BRAKES - NOT BEING USED TO CAR (1 DAY OLD) LOST CONTROL AND STRUCK RAIL THEN SLID ACROSS RAMP INTO POLE




PT 1 190'L of ECL of SW 14 0'S of NC OF THE OFF RAMP

## SUPPLEMENTARY REPORT

I-405-8(13)302

MAY 1 1969
OFFICE OF
STATE HIGHWAY ENGINEER
STATE FORCES
NOT INVOLVED

4
6832

G-1P

OREGON STATE HIGHWAY DEPARTMENT

SEP 29 1967

Dist. Engineer
U.S. Bureau of Public Roads

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 7

Project Name N.W. Johnson-S.W. Montgomery Date March 28, 1969

Highway Stadium Freeway Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 210-07

**Description of Work To Be Done:**

To cover cost of material transferred from contract No. 6577 Type II barricade.

**Location by Station Numbers:**

| | | |
|---|---|---|
| 12th Ave. Off ramp left in place | 1,387.5 | Lin. Ft. |
| 13th Ave. On Ramp " " " | 50.0 | " " |
| D-14 Temporary Detour left in place | 125.0 | " " |
| Non Salvageable from above | (- 50.0) | " " |
| TOTAL | 1,512.5 | " " |

**Estimate of Quantities and Costs:**

1,512.5 Lin. Ft. @ $1.70 = $2,571.25

NOTED
F. B. KLABOE

Explanation: Temporary Barricade in place on contract No. 6577 Salvaged and Reinstalled on contract No.6832 under Price Agreement No. 13, "SC" - 18th Ave. Temporary Connection and Price Agreement No. 25, Irving & Johnson Temporary Connections. This work was completed February 25, 1969.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $14,288,750.38 |
| Present estimate of project cost, including $2,571.25 for work under this order | $13,781,816.89 |
| Expected under-run (amount) | $506,933.49 |
| Expected under-run (per cent) | 3.55 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ James D. McClure, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear for Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt, Assistant Division Engineer

Approved: /s/ F. D. Morgan, Construction Engineer

State Printing

RECEIVED
APR 1 1969
FOR FILING

EI-405-8(13)302

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1969

To: MEMO TO THE FILES

SUBJECT: N.W. Johnson-S.W. Montgomery
Contract No. 6832
Claim Meeting

NOTED
F. B. KLABOE

On March 21, 1969 a meeting was held in the Portland office of Gibbons and Reed Company with the following present:

Adrian V. Toolson, Vice President, Gibbons and Reed Company
R. E. Westerman, Assistant District Manager, Gibbons and Reed Company
Dick Franzke, Gibbons and Reed Company
A. V. Benedict, Assistant Metropolitan Engineer, OSHD
J. H. Versteeg, Assistant Metropolitan Engineer, OSHD
Edgar L. Johnsen, Chief Cost Analyst, OSHD
John A. Bond, Construction Administration Engineer, OSHD

This meeting was at the request of Gibbons and Reed in accordance with their March 14, 1969 letter which followed an earlier rejection of their claim in the amount of $248,434.47 arising from alleged change of grading operations on the subject project. The discussion was mostly concerned with two aspects of the claim -- costs and timely notice. At this point, we do not disagree significantly on the quantities involved.

A key part of the claim is the actual cost of excavation and haul after November 30, 1967. Gibbons and Reed were firm in their argument that their cost, as stated in the claim, is accurate. They offered to make their books available to us. The source documents for these costs are in Portland. The State tried to make the point that the $1[illegible],604.01 which appears as a January, 1968 cost was suspect. Gibbons and Reed agreed to review their cost records to assure that no carryover costs from earlier work not properly a part of the claim were not included here. Winter maintenance and restoration of slopes are to be excluded also. Gibbons and Reed also claim that their split between structural excavation and general excavation costs is fairly accurate. They stated that the equipment rental rates used in deriving their theoretical scraper operation cost estimate are their intra-company rates which they use in bidding and are based on their actual

experience. They admitted those rates were substantially less than our AGC force account rates (this tends to increase the amount of the claim which is for the difference between actual truck haul cost and a theoretical lower scraper cost.). They stated that the first item on their Exhibit "B" in the amount of $12,500 for a temporary haul structure over the Jefferson rigid frame was a quotation secured from another firm and was based on all material salvage reverting to the other firm.

Considerable discussion centered around the matter of notice of the claim. Gibbons and Reed stick with the position that they always intended to utilize a scaper haul route via the eastbound tunnel. When pressed for a formal notice of the claim, they focused attention on a March 4, 1968 letter to Metropolitan Engineer Johnson from A. V. Toolson. This letter had not been emphasized before and is not referred to in their claim presentation. (Copy of this letter is in the folder of supplemental material compiled by Mr. Benedict. I believe after a close reading of this letter that it does go a long ways toward establishing notice of a claim of some kind, but it does not properly state the grounds for a claim and does not mention scrapers.) Gibbons and Reed point out a delay on the part of the State in advising them of the change in tunnel status. This was done under date of February 28, 1968. Bids on the Westbound Tunnel were opened on January 25, 1968. On June 7, 1967, the contractor was instructed not to waste any more excavated material. This implies that it was to go to Canyon Road but did not specifically so state.

It was agreed that Gibbons and Reed will advise the State further after rechecking their actual cost figures.

I believe the basic question for the State to resolve is whether there is proper notice and basis for an adjustment. If so, it becomes a cost problem and I believe we would need the services of an auditor to systematically review the contractor's cost records.

RECEIVED
MAR 31 1969
OFFICE OF
STATE HIGHWAY ENGINEER

John A. Bond
Construction Administration Engineer

JAB:fw

cc: F. B. Klaboe
I. D. Merchant
A. E. Johnson
E. L. Johnsen

NOTE: For comparison: Per cubic yard:

| | | |
|---|---|---|
| G & R bid prices: | | |
| Gen. Exc. | .70 ) | |
| Extra to Sunset Hwy. | .25 ) | .95 |
| Claim request, in addition (on Gen. Exc.) | | 1.44 |
| Total | | 2.39 |
| Highlands (Kiewit) contract bid price for emb. | | 1.20 |
| Engr. Est. for this item was | | 1.95 |

RECEIVED
APR 2 - 1969

# OREGON STATE HIGHWAY DEPARTMENT

NOTED
F. B. KLABOE

EI-405-8(13)302

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

March 25, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Contract 6832
Prefix 626-1076
FAP I-405-8(13)302

Dear Sir:

All work under Contract No. 6832, N.W. Johnson-S.W. Montgomery Section of the Stadium Freeway and Sunset Highway in Multnomah County, was completed on March 21, 1969.

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

John A. Bond
Construction Administration Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date 3-8-69

Conditions noted on above date:
NONE

R. E. Simpson
Division Engineer

RECEIVED
APR 2 1969
OFFICE OF
STATE HIGHWAY ENGINEER

VG:fw
TO: Forrest Cooper
F. D. Morgan

I-405-8(13)302 . . . . Const(

FORM E-1 (REV. 12-64) 6832

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: H.W. Johnson - S.W. Montgomery | WEEK ENDING: March 22, 1969 | |
| | SECTION PREFIX: 626-1076 | |
| HIGHWAY: Stadium Freeway | COUNTY: Multnomah | |
| NAME OF JOB: H.W. Johnson - S.W. Montgomery | KIND OF WORK: Grading, Paving, Signing, Structures and Illumination | |
| CONTRACTOR: Gibbons & Reed Co. | CONTRACT NUMBER: 6832 | FEDERAL AID PROJECT NUMBER: I-405-8(13)302 |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: July 1, 1966 | ESTIMATED COMPLETION DATE: Feb. 25, 1969 (Opening Date) Mar. 21, 1969 (Compl. Date) |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: XIX 2 SUPERVISION: 1 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 951 | CALENDAR DAYS USED 941 |
| PROJECT AUTHORIZATION: $14,288,750.38 | SPECIFIED COMPLETION DATE: - | PERCENT OF TIME ELAPSED: 98.9 |
| EXCLUSIVE OF ENGINEERING: $13,272,661.47 | ENGINEERING AUTHORIZATION: 1,016,088.91 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $12,654,245.64 | ENGINEERING COST TO DATE: 1,128,000.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 93.4 |
| ESTIMATED PERCENT: OVERRUN UNDERRUN 4.6 % | PERCENT OF AUTHORIZATION: 111.0 % | DATE PROJECT WAS COMPLETED: MARCH 21, 1969 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| | CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | Paving |
|---|---|---|---|---|---|---|---|---|
| | 100 | 100 | 100 | 100 | 100 | | | 100 |
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | | PAVING |
| MILES IN PROJECT | | | 1.17 | 1.17 | | 1.17 | | 1.17 |
| MILES PARTIALLY COMPLETED | | | 1.17 | 1.17 | | 1.17 | | 1.17 |
| MILES COMPLETED | | | 1.17 | 1.17 | | 1.17 | | 1.17 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | 1,039,669 | 128,550 | | 39,100 | | 42,080 |
| TOTAL QUANTITIES CORRECTED TO DATE | | | 927,202 | 108,734 | | 32,105 | | 41,560 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | 927,202 | 108,734 | | 32,105 | | 41,560 |
| AVERAGE DAILY QUANTITIES | | | - | - | | - | | - |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | 1 | | | | | |
| HOURS PER SHIFT | | | 8 | | | | | |

EQUIPMENT USED DURING THE WEEK:

1 -Ladder Truck, 1 - Pickup

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | Calendar DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY 16 | | Yes | | |
| MONDAY 17 | Showers | Yes | | |
| TUESDAY 18 | Showers | Yes | | |
| WEDNESDAY 19 | Cloudy | Yes | | |
| THURSDAY 20 | Fair | Yes | | |
| FRIDAY 21 | Fair | 1 | | |
| SATURDAY 22 | - | - | | |

NOTED
R. D. CHURCH

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| 16 SUNDAY | |
| 17 MONDAY | SIGNALS: Installing hand hole covers on cantilever sign structures at 12th & Couch, 12th & Burnside, 14th On and Burnside, 12th & Taylor and on sign bridges at 13th & Clay and on "C" line. |
| 18 TUESDAY | SIGNALS: Removed visqueen from around pole bases # 79, 109, 110 and 111. |
| 19 WEDNESDAY | No Activity |
| 20 THURSDAY | SIGNALS: Grounded remainder of cantilever sign structures and put Asph. Conc. patch around junction box at 14th & Morrison |
| 21 FRIDAY | SIGNALS: Completed placing of second coat of aluminum paint on control pole 27/C |
| 22 SATURDAY | |

## REMARKS

All work on this project has now been completed.

This is the final weekly report on this contract.

SIGNED Wayne Schultz for
James D. McClure, Resident Engr.

LOCATION 5821 N.E. Glisan St.
Portland, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
MAR 14 1969

FORM FHWA-121A (2-68)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

EI-405-8(13)302
68-2

Klaboe

DATE: March 12, 1969

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

In reply refer to: 08-35-DA

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson-SW. Montgomery Section
Stadium Freeway

Reference is made to your letter of January 16, 1969 in which you explain at some length the circumstances surrounding the relocation and damage to a Portland city water line in 14th Avenue at Clay Street.

NOTED
F. B. KLABOE

Although the letter does present an excellent picture of the circumstances surrounding this incident, it still remains apparent that the contractor's method of operation was responsible for the damage.

We must still maintain our position as expressed in our August 5, 1968 letter that Federal-aid participation in the replacement would be inappropriate.

3-14-69

By [illegible]

RECEIVED
MAR 13 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 12 1969

**OREGON STATE
HIGHWAY DEPARTMENT**

**METROPOLITAN SECTION**

5821 N.E. GLISAN • PORTLAND, OREGON • 97213 • Phone 235-8911

6832

March 11, 1969

Mr. A. V. Toolson, Vice President
Gibbons & Reed Company
6405 N. E. Glisan Street
Portland, Oregon 97213

Dear Mr. Toolson:

N.W. Johnson-S.W. Montgomery Sec.
Contract No. 6832

Your two claims based on denial of the Vista Ridge eastbound tunnel for hauling purposes have been under study in this office and discussed with members of our Salem staff. You have given us figures purporting to be your cost of hauling 166,521 cubic yards of material to the fills west of the tunnel after November 30, 1967. Your figures indicate that prior to November 30 your cost was approximately $0.94 per cubic yard, while after that date they went to $2.21 per cubic yard over the same route.

A decision was reached in January, 1967, to work up a contract for completion of the eastbound tunnel for traffic. This was later expanded to include completion of the westbound tunnel and an additional project prepared for the section from the tunnel to the Highlands Interchange. On June 7, 1967, our Resident Engineer wrote you requesting that all remaining excavated material be hauled to the Canyon. Through your Superintendent, you were kept informed at all times of our plan to complete the eastbound tunnel, and the letter of June 7 mentioned the proposed project in the Canyon fill area. We were repeatedly told that you did not plan to use the tunnel for hauling and had no objections to the proposed contract. In fact, at a meeting in the Resident Engineer's office during the second week in December, 1967, I was promised a letter to this effect. Your failure to deliver this letter was the first indication of any reluctance on your part. No mention of a claim was made until after the new contract had been awarded. Your intention to file a claim was first discussed in this office on February 27, 1968. The possibility of using scrapers did not come up until presented in the claim on December 16, 1968. This hardly constitutes timely notice as provided in Article 9-6 of the specifications.

As indicated in the first paragraph of this letter, the costs you have used as a basis for claim No. 1 do not bear any reasonable relationship to the work performed. For instance, during January, 1968, you claim a cost of

$106,604.01, a month in which no excavated material was hauled to the Canyon and no general excavation was performed on the project. Again in September, 1968, you claim costs of $15,271.40 during a month in which no material was hauled to the Canyon, but an estimated 2000 cubic yards were returned from the Canyon to the Sunset Interchange area. The costs for other months bear no relationship to the loads delivered to the Canyon.

Because of the nature of the roadway section, all but a small portion of the structural excavation was removed with the general excavation and was indistinguishable from it. For this reason, separate cost figures on structural excavation are apparently not available and you have used a theoretical trip time basis. Because the costs are already apparently included in your general excavation haul, this constitutes a claim for double payment.

For reasons including those discussed above, we reject your claims numbered 1 and 2 in their entirety. If you could show that you were actually hurt because of non-availability of the tunnel and could show figures which might be reasonably supported, reconsideration of these claims would not necessarily be precluded. We do not, however, concede the validity of these claims in any amount.

Very truly yours,

[illegible] E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:lh

bcc: F. B. Klaboe
F. D. Morgan
Ivan Merchant
John Bond
Legal Division,
Attention: Alan Johansen

RECEIVED
MAR 12 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 27 1969

SP*28811-734

FOR FILE

E II-5-6(3)
6832

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 24, 1969

SUBJECT: N.W. Johnson-S.W. Montgomery Sec.
Stadium Freeway
Contract 6832

To: Mr. F. D. Morgan
Construction Engineer
Salem

Attention: Mr. John Bond

Forwarded herewith is a copy of the subcontractor's letter regarding his claim for removal and replacement of 100 feet of 24-foot concrete pavement, together with a copy of the general contractor's letter of transmittal.

This is being forwarded for your further handling, inasmuch as we have gone about as far as we can at this level. Copies of previous correspondence are included for your convenience.

A copy of my acknowledgement to the contractor is also attached.

A. E. Johnson
Metropolitan Engineer

by

A. V. Benedict

AVB:lh

Enc

A. V. Benedict
Assistant Metropolitan Engineer

cc: F. B. Klaboe
I. D. Merchant
Jim McClure

RECEIVED
FEB 25 1969
OFFICE OF
STATE HIGHWAY ENGINEER

**OREGON STATE**
**HIGHWAY DEPARTMENT**

**METROPOLITAN SECTION**

5821 N.E. GLISAN • PORTLAND, OREGON • 97213 • Phone 235-8911

February 24, 1969

Gibbons & Reed Construction Co.
P.O. Box 13388
Portland, Oregon 97213

Re: Stadium Freeway Project
Contract 6832

Gentlemen:

Receipt is acknowledged of your letter of February 21, 1969, transmitting the letter of J. W. Vickery, Inc., in furtherance of his claim for the removal and replacement of 100 feet of concrete pavement.

Your letter has been forwarded to our Salem Construction Office, and you should receive a reply from them in the near future.

Yours very truly,

A. E. Johnson
Metropolitan Engineer

by

A. V. BENEDICT

A. V. Benedict
Assistant Metropolitan Engineer

AVB:lh

bcc: F. B. Klaboe
F. D. Morgan
I. D. Merchant
Jim McClure

GIBBONS & REED COMPANY
General Office — Salt Lake City, Utah

CONTRACTORS

REPLY TO:
6405 N. E. GLISAN
POST OFFICE BOX 13388
PORTLAND, OREGON 97213
TELEPHONE 234-9681

February 21, 1969

Oregon State Highway Department
5821 N. E. Glisan
Portland, Oregon

Attention: Mr. A. E. Johnson, Metropolitan Engineer

Reference: Stadium Freeway Project
Contract 6832

Gentlemen:

With reference to your letter of February 10, 1969, we are attaching a copy of the letter received from our subcontractor, J. W. Vickrey, Inc. We would appreciate your arranging a meeting to discuss this claim, and your early reply will be appreciated.

Very truly yours,

GIBBONS AND REED COMPANY

R. E. Westermann
Assistant District Manager

REW/sh
cc: J. W. Vickrey, Inc.

METROPOLITAN ENGINEER
RECEIVED
FEB 22 1969
AME MDE MDE MTE

J. W. VICKREY, INC.
General Contractor
P. O. BOX 670 • DIXON, CALIFORNIA 95620 • TELEPHONE (916) 678-5515

February 14, 1969

R. E. Westermann
Assistant District Manager
Gibbons & Reed Co.
P.O. Box 13388
Portland, Oregon

Dear Mr. Westermann:

In answer to your letter of February 11, 1969, we feel that the removed concrete met the specification requirements. It is true that some difficulty was experienced in getting started in the area concerned. We feel however, that adequate corrective measures were taken at the time.

The removal of 100 feet was arbitrary since the problem occurred in the first 30 feet. 100 feet of removal could be related to removal of your arm because you had a hang nail!

Cores were taken and compression tests showed the concrete to have more than expected strength. Some honeycomb was apparent in one or two cores but it was not excessive and not in the area that had been considered to be defective which was on the right side of the slab referred to the direction of the pour.

We take exception to the statement that during removal, numerous honeycombed areas were observed and feel that removal operations only served to confirm the fact that the removal of the pavement was unnecessary and arbitrary.

Very truly yours,

John W. Vickrey

John W. Vickrey
President

GIBBONS & REED - NW DIVISION
FEB 1 8 1969

JWV/mo

GIBBONS & REED COMPANY
CONTRACTORS
General Office — Salt Lake City, Utah

REPLY TO:
6405 N. E. GLISAN
POST OFFICE BOX 13388
PORTLAND, OREGON 97213
TELEPHONE 234-9681

January 10, 1969

Mr. R. T. Heinz, Resident Engineer
Oregon State Highway Department
5821 N. E. Glisan
Portland, Oregon 97213

Re: N.W. Johnson - S.W. Montgomery
Stadium Freeway Project - Cont.No. 6832

Claim: Removal and Replacement of
Concrete Paving

Gentlemen:

We are transmitting herewith the original and three copies of claim against the Oregon State Department of Highways from our subcontractor, J. W. Vickrey, Inc. -- for the removal and replacement of 100 feet of concrete paving in connection with the Stadium Freeway project.

| | | |
|---|---|---|
| September 13, 1968 | Total Labor and Equipment | $ 158.61 |
| September 16, 1968 | " " | 369.17 |
| September 17, 1968 | " " | 854.76 |
| September 18, 1968 | Replace 266.67 S.Y. of R.C.P. @ 7.075 | 1,886.69 |
| | TOTAL CLAIM | $ 3,269.23 |

Very truly yours,

GIBBONS AND REED COMPANY

R. E. Westermann
Assistant District Manager

REW/sh
cc: Stadium Freeway Project
J. W. Vickrey, Inc.

METROPOLITAN ENGINEER
RECEIVED
JAN 14 1969
ME AME AME MOE MDE MTE

RECEIVED
JAN 13 1969
RES. ENGR.

RECEIVED
FEB 25 1969
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

PRESS RELEASE

Stadium Fwy-Vista Ridge Tunnel Opening

The Oregon State Highway Department announces that the N.W. Johnson Street-S.W. Montgomery Street section of the Stadium Freeway will be opened to traffic on Tuesday, February 25. At the same time the eastbound Vista Ridge Tunnel connecting Canyon Road to the Stadium Freeway and S.W. Market Street will also be opened.

The newly-opened section of Freeway will continue on from the part already under use which now terminates at S.W. 12th Avenue. Inbound motorists using the new section will find three exits available to them:

(1) The SALMON STREET exit leaves the freeway just north of Montgomery Street and terminates at S.W. 14th and Salmon Streets. Motorists will be able to use 14th Avenue for northbound and Salmon Street for eastbound into the downtown area.

(2) The EVERETT STREET exit leaves the Freeway just north of Burnside Street and terminates at 14th and Everett Streets, allowing motorists the use of both of those streets.

(3) The NW PORTLAND exit which is actually the northerly end of the new section, puts traffic on N.W. Johnson Street at N.W. 15th Avenue. By continuing up Johnson Street to N.W. 18th motorists will find themselves on the through route (U.S. 30 West) to Vaughn Street and St. Helens Road.

For connections to the southbound side of the newly-opened section, drivers will find three new entrances to the freeway:

(1) At N.W. 16th and Irving Street;

(2) at N.W. 16th and Everett Street; and

(3) at S.W. 13th and Taylor Street.

NOTED
TOM EDWARDS

All these entrances will allow traffic access to the previously opened section of Stadium Freeway for connections to East, South and Northbound Freeways.

Motorists who are accustomed to using the ramp at S.W. 14th and Montgomery Street for access to the southbound Stadium Freeway and who will continue to use this ramp should exercise extreme caution as they enter the Freeway since they will now have to merge with other traffic using the newly-opened section.

Motorists using inbound Canyon Road will find, by using the eastbound Vista Ridge Tunnel, that they will have access to the Stadium Freeway, both northbound and southbound and to S.W. Market Street. Via the northbound Stadium Freeway they will have exits at EVERETT STREET and for N.W. PORTLAND as described above. They will not be able to exit at SALMON STREET so they should use the MARKET STREET exit for destinations in the S. W. downtown area. The southbound connection from the tunnel to the Freeway will give motorists an exit to S. W. 6th Avenue and connections to the southbound, northbound and east bound Freeways.

Inbound traffic on Canyon Road desiring to go to Vista Avenue, Washington Park area and the area served by S. W. 18th and Jefferson Street should not use the new tunnel. They should use the left lane of Canyon Road near the tunnel portals which will allow them to remain on Canyon Road.

See the attached map for locations of ramps.

Call 235-8911-extension 53 for additional details.

RECEIVED
FEB 20 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 13 69

# OREGON STATE
# HIGHWAY DEPARTMENT

**METROPOLITAN SECTION**

EI-405-8(13)302
663

5821 N.E. GLISAN • PORTLAND, OREGON • 97213 • Phone 235-8911

February 10, 1969

Gibbons & Reed Company
6405 N. E. Glisan Street
Portland, Oregon 97213

Gentlemen:

Re: Stadium Freeway Project
Contract 6832

Receipt is acknowledged of your letter of February 4 regarding claim of J. W. Vickery, Inc., for removing and replacing 100 feet of 24-foot concrete pavement. Neither this letter nor your letter of January 10 transmitting the Vickery claim gives any argument for the claim or any reason why you think condemnation of this pavement by the State was not justified.

Our letter of January 16 explained why the concrete was ordered removed. Please note that the last sentence in the second paragraph should have read that much of the concrete was not in intimate contact with the steel.

Before we can process your claim further it will be necessary that you give some basis for your claim, where you think the State erred and why you think reimbursement is justified.

Yours very truly,

A. E. Johnson
Metropolitan Engineer

by

A. V. Benedict
Assistant Metropolitan Engineer

AVB:lh
bcc: Klabee w/cmc
Merchant "
Morgan "
McClure "

RECEIVED
FEB 11 1969
OFFICE OF
STATE HIGHWAY ENGINEER

GIBBONS & REED COMPANY
General Office — Salt Lake City, Utah

CONTRACTORS

REPLY TO:
6405 N. E. GLISAN
POST OFFICE BOX 13388
PORTLAND, OREGON 97213
TELEPHONE 234-9681

February 4, 1969

Oregon State Highway Department
5821 N. E. Glisan
Portland, Oregon 97213

**Attention:** Mr. A. E. Johnson, Metropolitan Engineer

**Reference:** Stadium Freeway Project
Contract 6832

**Correspondence:** Gibbons & Reed Company's letter of January 10, 1969, transmitting claim of J. W. Vickrey, Inc.

Oregon State Department of Highway's letter of January 16, 1969, rejecting claim.

Gentlemen:

Our subcontractor, J. W. Vickrey, Inc., requests that we advise you of their desire to pursue their claim as originally submitted. As understood by your letter, correspondence and claim data have been forwarded to your Salem Construction Office.

Your early arrangement for a meeting to discuss this claim will be appreciated.

Very truly yours,

GIBBONS AND REED COMPANY

R. E. Westermann
Assistant District Manager

cc: J. W. Vickrey, Inc.
Stadium Freeway

METROPOLITAN ENGINEER
RECEIVED
FEB 5 1969
AMS MOE MDE MTE

Form R-208—5M

RECEIVED
FEB 27 1969
OFFICE OF
STATE HIGHWAY ENGINEER

I-405-8(13)302
6832

C-1P

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

agreement

Dist. Engineer
U.S. Bureau of Public Roads

Project Name N.W. Johnson-S.W. Montgomery Date February 4, 19 69

Highway Stadium Freeway and Sunset Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Co. F. A. Project No. I-405-8(13)302

Address 6405 N.E. Glisan St., Portland, Oregon Order No. 23

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Remove portion of curb and concrete surfacing at N.W. 16th Ave. and Irving Street Temp. Connection. Construct new curb with a 22 foot radius connecting to Temp. Connection curb. Patch street with Asphaltic Concrete as required.

1. Maximum equipment rental rates allowable as per A.G.C. agreement.
2. Percentage allowed contractor is in accordance with executed contract for project.

Location by station numbers:

Irving St. Temp. Connection 397 + 50

NOTED
F. B. KLABOE

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $162.30 |
| Equipment | 44.30 |
| Materials | 51.80 |
| | $258.40 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work was requested by the City of Portland to obtain a better turning radius for N.W. 16th Ave. traffic on to IrvingTemporary Connection. In view of the work and timing of this work it must be done on an extra work order basis.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $14,288,750.38 |
| Present estimate of project cost, including $ 258.40 for work under this order | $13,760,572.72 |
| Expected under-run amount | $ 528,177.66 |
| Expected under-run per cent | 3.70% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ James D. McClure
Resident Engineer

Approval Recommended: /s/ Alfred A. Rear
Bridge Engineer

OK JB

Approval Recommended: /s/ Edward L. Hardt

for

Approved: /s/ F. D. Morgan 2-27-69

RECEIVED
FEB 26 1969
FOR FILING

EI-405-8(13)3C2
6832

C

#6

January 29, 1969

Gibbons and Reed Company
P. O. Box 4989
Portland, Oregon 97213

Gentlemen:

The State Highway Commission at its meeting on January 28 considered your request for an extension of time on Contract No. 6832 on the E. W. Johnson-S. W. Montgomery Section of the Stadium Freeway and Sunset Highway in Multnomah County.

After careful consideration, the Commission granted you an increase of 101 calendar days.

Very truly yours,

Floyd Omery, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc A. E. Johnson
R. T. Heinz
F. D. Morgan
I. D. Merchant
C. H. Maison
Bureau of Public Roads

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6832 Contractor Gibbons & Reed

Highway Stadium Freeway

Section N.W. Johnson–S.W. Montgomery

Kind of Work Grading, Paving & Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

~~XXXX

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
NOV 1 3 19[illegible] PM
AM 7,8,9,10,11,12,1,2,3,4,5,6

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of ~~Workdays~~ CALENDAR DAYS
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date October 3, 19 68

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar days from 850 days to 920 days, within which to complete our Contract No. 6832, without the assessment of liquidated damages. The said contract is described as follows: N. W. Johnson to S. W. Montgomery Section - Stadium Freeway.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

SEE ATTACHED LETTER

Respectfully submitted,

GIBBONS AND REED COMPANY
Contractor

By A. V. Toolson
A. V. Toolson, Vice President

## CONSENT OF SURETY

Date October 4th, 1968

We, THE TRAVELERS INDEMNITY COMPANY

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact
John R. Lamberson

(SEAL)

Resident Agent

GIBBONS & REED COMPANY
General Office — Salt Lake City, Utah

CONTRACTORS

REPLY TO:
6405 N. E. GLISAN
POST OFFICE BOX 13388
PORTLAND, OREGON 97213
TELEPHONE 234-9681

October 3, 1968

Oregon State Highway Department
5821 N. E. Glisan Street
Portland, Oregon

Subject: Stadium Freeway - N. W. Johnson to S. W. Montgomery Section

Attention: Mr. R. T. Heinz, Resident Engineer

Gentlemen:

Delays have been incurred in the construction of the above mentioned project and we are requesting an extension of contract time based on the following changes and additions:

1. Change to GM type safety curb on various structures.
2. Median Barrier Rail, change in design from median guardrail to continuous concrete.
3. Illumination changes.
4. Electric and signing changes due to elimination of Burnside-Couch couplet.
5. 18th Avenue temporary connections, resulting in cutting off access to the Canyon area.
6. Johnson-Irving temporary connections.
7. The addition of the median strip landscaping and restoration of median irrigation.
8. Increasing the overall length of Everett Street structure.

In June, 1967, we were directed to cease disposal of excess material outside of the contract limits and we were directed to haul this material to the Canyon fill area. This change combined with inclement weather resulted in slowing down the structures, subgrade preparation, drainage work, rock base, and paving.

Final radii information pertaining to structures was received September 20, 1968. New tubing plus bending will result in the final erection of this railing 10 to 14 weeks later.

While many of the delays are concurrent, we have incurred delays of 70 calendar days, and request this extension to our contract time.

Your early attention to this matter will be appreciated.

RECEIVED
OCT 7 1968
RES. ENGR.

Very truly yours,

GIBBONS AND REED COMPANY

A. V. Toolson, Vice President

FORM FHWA-121A (2-68)
UNITED STATES GOVERNMENT

# *Memorandum*

Klaboe

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 20, 1969

In reply refer to: 08-35-DA

FROM : R. E. Simpson, Division Engineer
for Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery
Extension of Time

Your letter of January 8, 1969, signed by Mr. Klaboe, recommended that the calendar days allowed for completing the subject project be increased by 101 days. For the reasons given, and because of the other numerable changes and extra work added to the contract, we concur in your request.

copies to
Edwards
Morgan
Merchant
Maisch
1-23-69

RECEIVED
JAN 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-90 (12-67)

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 2, 1969

SUBJECT: Extension of Time
N.W. Johnson-S.W. Montgomery
Stadium Freeway
Contract No. 6832

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

We have received from Gibbons and Reed Company, contractor on the subject contract, the attached request for an increase of 70 calendar days. The contractor's request is based on work added to the contract.

This contract is under the Bridge Division's supervision, but since the majority of the work added to the contract involved construction items, the Bridge Division has requested that we process the request.

The contractor has itemized eight specific changes involving additional work on the contract. These are listed below with our comments and recommendations.

1. Change to GM Type Safety Curb on Various Structures - This work was added to the contract by Price Agreement No. 18 and Extra Work Order No. 7, after the structure work had been started. Based on the additional man hours involved in making this revision, an extension of 7 calendar days is justified.

2. Median Barrier Rail, Change in Design From Median Guard Rail to Continuous Concrete - This work was added to the contract by Price Agreement No. 22. The work could not be done until the PCC pavement had been completed. A review of the time actually required to construct the concrete median indicates that 24 calendar days were required in excess of the time which would have been required to construct the standard metal median barrier. An increase of 24 calendar days is justified.

3. Illumination changes - Illumination changes were covered by Price Agreement No. 41. This illumination work is one of the final items to be performed and involved moving the light poles back from the curb to locations which were less accessible and increased the difficulty in the work. An estimate of the time required to erect the poles, wiring, etc. will cause the contractor to work approximately 21 additional calendar days. An extension of 21 calendar days is justified.

4. Electric and Signing Changes due to Elimination of Burnside-Couch Couplet - This work was covered by three Price Agreements and on Extra Work Order. This work must be done after most of the grading and paving work has been completed and once again the estimated time required to perform the additional work has been estimated at 21 calendar days. This is because the elimination of the Burnside-Couch Couplet involved changing the traffic signals at Couch and 14th and Couch and 15th plus additional traffic signals at 15th and Burnside. An extension of 21 calendar days is justified.

5. 18th Avenue Temporary Connections, Resulting in Cutting Off Access to the Canyon Area - The contractor's contention here is that he was directed to haul excess material to the Canyon fill area and the construction of the temporary connections cut off his access to the tunnel for hauling purposes. The contractor was never advised that access via the tunnel would be available or practical and we do not believe an extension for this reason is justified.

6. Johnson-Irving Temporary Connections - The temporary connections were added to the contract by Price Agreement No. 25 and the time required to construct them amounted to 7 calendar days. An extension of 7 calendar days is justified.

7. The Addition of Median Landscaping and Installation of Median Irrigation - This work was added to the contract by two Price Agreements very late in the project and involved additional topsoil, irrigation and planting work which required 21 calendar days to perform. An extension of 21 calendar days is justified.

8. Increasing the Overall Length of the Everett Street Structure - We do not believe that the extension of this structure by only 1.46 feet caused any delay to the overall progress of the project and cannot recommend an increase in time for it.

The reasons listed above justify 101 calendar days separately, but a detailed study would probably show some of it was concurrent. Since the time request was prepared, an additional significant order has been added (Extra Work Order No. 21) for the special drainage installations at several retaining walls estimated at $5,000. This work is in progress. The regular contract work is virtually complete.

The 850 (708) calendar days allowed on this contract expired on October 22, 1968. A recent stop work order was in effect December 2 through December 11, 1968. The present estimated completion date is January 22, 1969 which would

accumulate 91 (58) calendar days in excess of the number allowed. We believe an extension of 101 calendar days is justified based on the many changes and extra work added to the contract, only a few of which are listed above. (There are 50 Price Agreement, some only documentary, and 21 Extra Work Orders). We recommend that the calendar days be increased by 101 which would be adequate to eliminate all liquidated damages. Liquidated damages accrue at the rate of $300 per day.

This matter has been discussed with the Bureau of Public Roads Area Engineer who agrees that an extension for work added to the contract provides justification for a time extension.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Construction Administration Engineer

JAB/DES:fw
Attachments
cc: I. D. Merchant
V. L. Gallagher

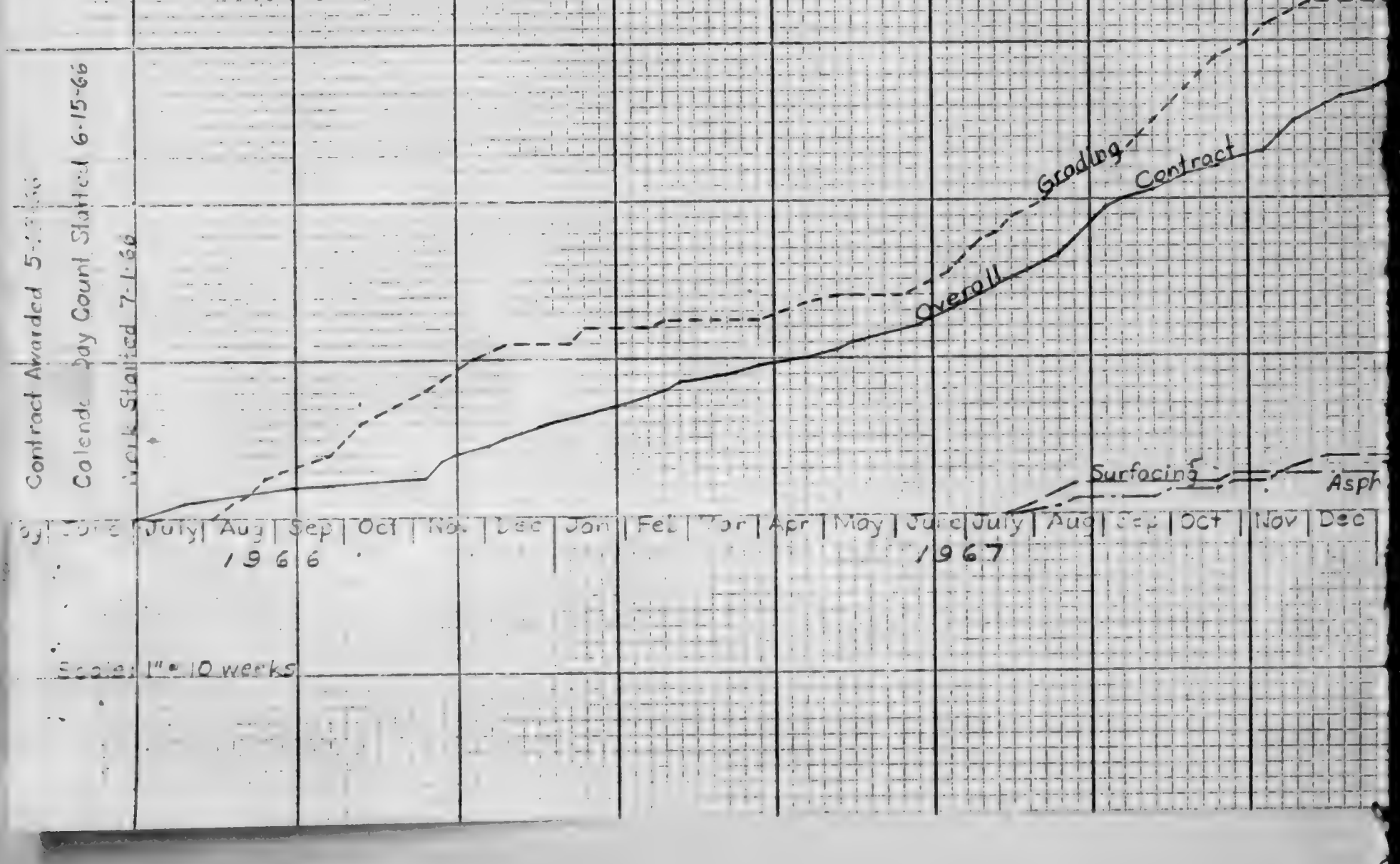
RECEIVED
JAN 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

# N.W. JOHNSON - S.W. MONTGOMERY SECTION
# STADIUM FREEWAY

Contract 6832 Project I-405-8(3)302

## PROGRESS CHART

Contractor: Gibbons & Read
Original Contract Amount: $12,321,886.45



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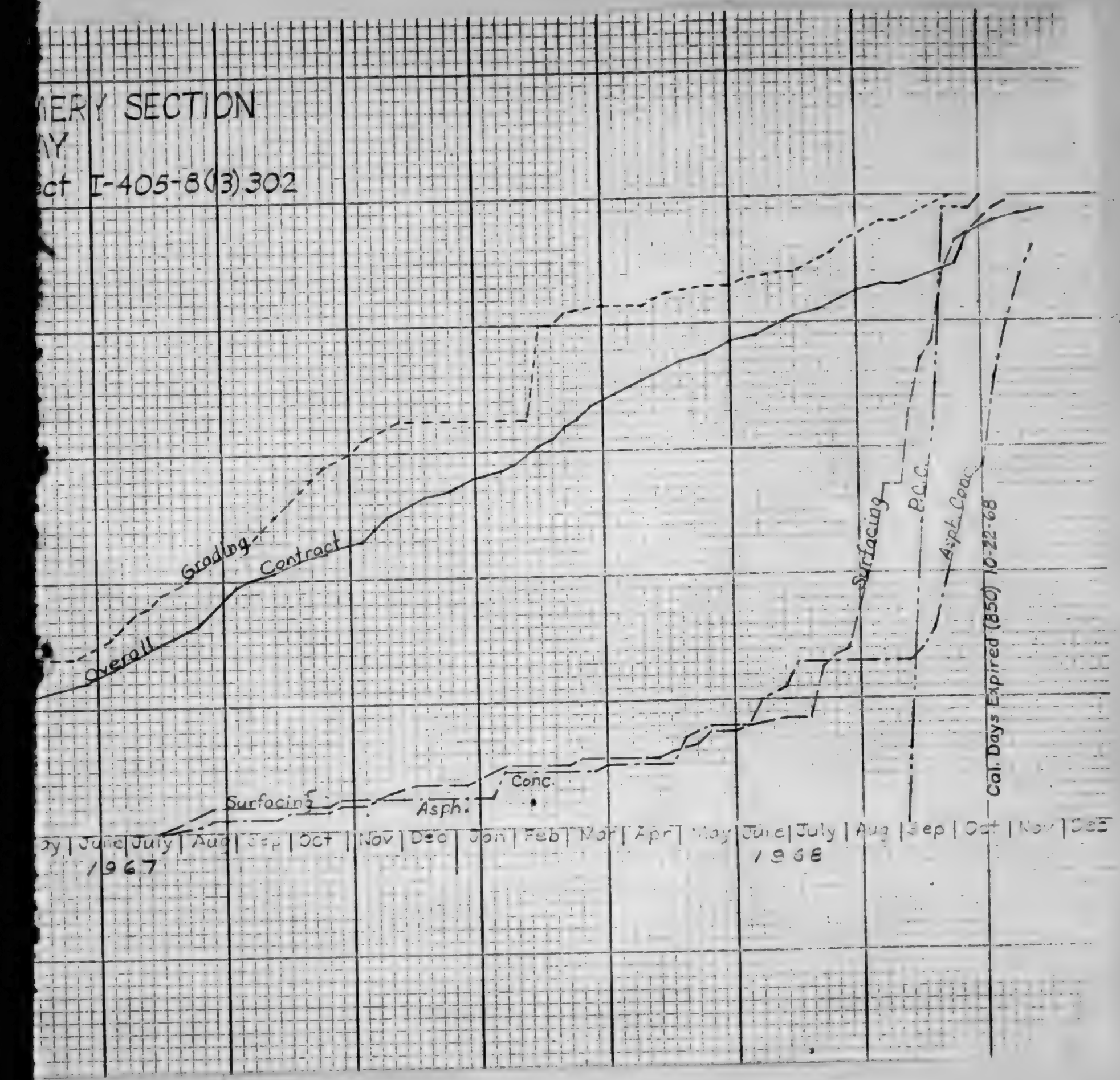
ct I-405-8(3)302


Overall
Grading
Contract
Surfacing
Asph.
Conc.
Surfacing
P.C.C.
Asphl. Conc.
Cal. Days Expired (850) 10-22-68
ay | June | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | July | Aug | Sep | Oct | Nov | Dec
1967
1968

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JAN 3 1969

FI.HC5-8(13)21.2
6832

January 27, 1969

Oregon State Highway Commission

Request for Extension of Time
No. 6
January 28, 1969 meeting

Gentlemen:

Gibbons and Reed Company, contractor on the N. U. Johnson-S. W. Montgomery Section of the Stadium Freeway in Multnomah County, Contract No. 6832, has requested an increase of 70 calendar days. The contractor's request is based on work added to the contract.

This was a large complex contract and has had 30 Price Agreements and 21 Extra Work Orders covering either documentary changes or additional work. Some of the changes by Price Agreements and Extra Work Orders required the contractor to expend additional time. These included a change in a safety curb on several structures, a change in the median barrier from standard guardrail to special concrete design, various illumination changes, signing and electrical changes, the addition of a temporary connection and the addition of irrigation and landscaping in the median. Several of these changes were made late in the progress of the project and all collectively justify 101 calendar days extension.

I recommend that the calendar days be increased 101. This should be more than adequate to eliminate all liquidated damages which have accrued and which are anticipated. The project is currently shut down. The estimated completion date is February 20, 1969, assuming that weather permits work to resume later this month. This is a Federal-aid interstate project and we have Bureau of Public Roads' concurrence.

This matter will be on the agenda for your consideration at the January 28 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
I. D. Merchant
C. H. Maison
Enc. A. E. Johnson

JAB:DES:fw fn

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6032 Contractor Gibbons & Reed

Highway Stadium Freeway

Section N.W. Johnson-S.W. Montgomery

Kind of Work Grading, Paving & Structures

It is recommended that the request for increase in the number of workdays within which to complete said contract be XXXXXX GRANTED. The reasons for such recommendation are as follows:

XXXXXXXXXXXXXXXXX

Additional work added to the contract by Price Agreement and Extra Work Order justifies an increase of 101 calendar days.

Recommended for Approval:

J H Wuster
Assistant Division Engineer

Construction Engineer or Bridge Engineer

J B Klabo
Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6032 |
| Project designation | I-405-6(13)302 State Federal |
| Date awarded | May 23, 1966 |
| Work started | July 1, 1966 |
| Per cent completed | 98% 12-28-68 XXXXXXXXX |
| No. of Workdays Allowed | 850 Calendar 970 as of 12-28-68 |
| No. of Workdays Used | 831 Calendar 101 |
| No. of Added Workdays Requested | None Calendar |

SP*2206-704

B-320 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
NOV 1 8 1968
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

# Contractors Request

for CALENDAR DAYS

# Increase in Number of ~~Workdays~~

to

# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date October 3, 19 68

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar days from 850 days to 920 days, within which to complete our Contract No. 6832, without the assessment of liquidated damages. The said contract is described as follows: N. W. Johnson to S. W. Montgomery Section - Stadium Freeway.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

SEE ATTACHED LETTER

Respectfully submitted,

GIBBONS AND REED COMPANY
Contractor

By A. V. Toolson
A. V. Toolson, Vice President

## CONSENT OF SURETY

Date October 4th, 1968

We, THE TRAVELERS INDEMNITY COMPANY, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Attorney-in-fact
John R. Lamberson (SEAL)

Resident Agent

RECEIVED
JAN 24 1969
FOR

Memorandum

EI 405-8(13)302
6232

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 20, 1969

In reply refer to: 08-35-DA

FROM : R. E. Simpson, Division Engineer
for Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery
Extension of Time

Your letter of January 8, 1969, signed by Mr. Klaboe, recommended that the calendar days allowed for completing the subject project be increased by 101 days. For the reasons given, and because of the other numerable changes and extra work added to the contract, we concur in your request.

copies to
Edwards
Morgan
Melchiant
Maison
1-23-69

NOTED
TOM EDWARDS

RECEIVED
JAN 23 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 20 1969

# OREGON STATE HIGHWAY DEPARTMENT

FT-405-8(13)302
6432-1

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

January 16, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Re: Re-establish 8-inch Water Main in
S.W. 14th Ave. at Clay Street
N.W. Johnson-S.W. Montgomery Section
Stadium Freeway
Multnomah County
Project No. I-405-8 (13) 302

Dear Sir:

Please refer to our letter dated July 19, 1968 and your letter dated August 5, 1968, concerning this subject.

Due to the complexity of this problem, it would appear that exactly what happened, the alternates available to the State, and the action taken was not made perfectly clear by past correspondence. Following is a brief resume of the problem.

The Portland Water Bureau prepared and submitted to the State a plan and estimate of cost for adjusting and/or relocating their facilities in conflict with this project. This estimate and sketch map dated May 26, 1966, was reviewed and approved by our Resident Engineer, Field Utility Liaison Engineer, Utility Liaison Engineer and your office. We were authorized to proceed with this work effective June 30, 1966.

Item No. 1 - Page 2 of the above-mentioned estimate provided for the relocation of an 8-inch water main which was in conflict with a wall footing located in S.W. 14th Avenue at S.W. Clay. Although the approved relocation of this main appeared to be out of conflict, the H piles used by the contractor for shoring throughout the project conflicted with the relocated 8-inch main. This matter was discussed among representatives of the State, Contractor and City. It appeared the contractor could request the State to relocate the main, since the plans and specifications used by the contractor in formulating his bid, indicated that this water line, among many others, was in conflict, and would be relocated by others. This would be a time consuming solution, not desirable to either the State or the contractor. Therefore the contractor agreed to try to protect the main while supporting it on shoring during the construction of the wall. This allowed the contractor to proceed with his work according to his plan without waiting for the Water Bureau to locate the water line. The State and the Bureau of Public Roads were benefited by allowing the project to proceed without delay, and also, if successful, saved the cost of an additional relocation estimated to be $500.

The contractor proceeded with his shoring operation. In spite of normal precautions, a small amount of damage occurred during the installation of the lagging. Water Bureau personnel lashed the main to the H pile until the installation of the lagging was completed in this area. Finally, a shift in the completed shoring caused damage to the 8-inch main, a 4-inch main and a valve. This damage was repaired by the Water Bureau at a total cost of $1451.06.

Necessary changes in the contractor's personnel during the various stages of work on the wall, and the widespread construction area - the entire length of project - covered by the supervisors, resulted in less special handling than originally anticipated. Although the contractor was not originally obligated to bear any cost of relocating the main, he agreed to try to protect it. He did use reasonable precautions; but the false work failed and damaged the main. Since he was not able to use the special protection he originally planned, he agreed to bear 1/2 the cost of the damage ($725.53). This, in our opinion, is more than generous, since the contractor was not originally obligated to adjust the main and only agreed to try to protect it for his and the State's mutual benefit.

We request your participation in the State's share ($725.53) for the following reasons:

1. At the time the conflict was discovered the contractor could have requested the State to relocate the main.

2. If the main had been adjusted at the time the conflict was discovered, the delay would have conflicted with the contractor's plans and it may have led to a claim.

3. It was to the mutual advantage of the State and Contractor to continue work in an orderly manner; therefore, the contractor agreed to try to protect the main.

4. He used reasonable precautions - comparable to the methods used throughout the project.

5. The State took a calculated risk. The estimated cost for adjusting the main was $500; but it would have delayed the project and could have lead to a claim from the contractor. If the plan succeeded, there would be no cost and no delay.

6. The plan was successful in that it avoided a delay when time was important, and the State's cost was increased only $225 above the original estimate for relocating the main.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:ss

cc: F. B. Klaboe

RECEIVED
JAN 20 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 20 1969
FOR FI...
EI-405-8(13)6-12
6-12

January 16, 1969

Gibbons & Reed Company
6405 N. E. Glisan Street
Portland, Oregon 97213

re: Stadium Freeway Project
Contract: 6832

Gentlemen:

This is to acknowledge receipt of your letter of January 10, 1969 to Mr. Roy T. Heinz transmitting claim of J. W. Vickery, Inc., for removal and replacement of 100 feet of 24-foot wide concrete pavement.

As you are aware, considerable difficulty was experienced with the paving equipment the first day resulting in some of the concrete taking its initial set before the paving machine reached it. This resulted in dragging and poor vibration. Several cores were cut and, based on these and the observation of several Highway Department and Bureau of Public Roads personnel, the first 100 feet of the day's run was declared unsatisfactory and ordered removed. During removal it was observed that there were numerous honeycombed areas and that much of the steel was not in intimate contact with the steel.

We believe that rejection of 100 feet of the 24-foot concrete slab was fully justified and cannot recognize your claim for its removal and replacement. Copies of your letter and claim figures are being forwarded to our Salem Construction Office and will be available, should you decide to persue your claim further.

Very truly yours,

Original Signed By

A. E. Johnson
Metropolitan Engineer

AVB:ah
F. B. Klaboe
bc: F. D. Morgan (w/enc)
J. D. McClure

RECEIVED
JAN 17 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 8 1969
FC
FI-405-8(13)302
693

January 8, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Extension of Time, N. W. Johnson-S. W. Montgomery
Stadium Freeway, Project No. I-405-8(13)302

We have received from Gibbons and Reed Company, contractor on this project, a request for an increase of 70 calendar days. The contractor's request is based on work added to the contract.

The contractor has itemized eight specific changes involving additional work on the contract. These are listed below with our comments and recommendations:

1. Change to GM Type Safety Curb on Various Structures - This work was added to the contract by Price Agreement No. 18 and Extra Work Order No. 7 after the structure work had been started. Based on the additional man-hours involved in making this revision, an extension of 7 calendar days is justified.

2. Median Barrier Rail, Change in Design from Median Guardrail to Continuous Concrete - This work was added to the contract by Price Agreement No. 22. The work could not be done until the PCC pavement had been completed. A review of the time actually required to construct the concrete median indicates that 24 calendar days were required in excess of the time which would have been required to construct the standard metal median barrier. An increase of 24 calendar days is justified.

3. Illumination Changes - Illumination changes were covered by Price Agreement No. 41. This illumination work is one of the final items to be performed and involved moving the light poles back from the curb to locations which were less accessible and increased the difficulty in the work. An estimate of the time required to erect the poles, wiring, et cetera, will cause the contractor to work approximately 21 additional calendar days. An extension of 21 calendar days is justified.

4. Electric and Signing Changes due to Elimination of Burnside-Couch Couplet - This work was covered by three price agreements and one extra work order. This work must be done after most of the grading and paving work has been completed and once again the estimated time required to perform the additional work has been estimated at 21 calendar days. This is because the elimination of the Burnside-Couch Couplet involved changing the traffic signals at Couch and 14th and Couch and 15th plus additional traffic signals at 15th and Burnside. An extension of 21 calendar days is justified.

5. 18th Avenue Temporary Connections, Resulting in Cutting Off Access to the Canyon area - The contractor's contention here is that he was directed to haul excess material to the Canyon fill area and the construction of the temporary connections cut off his access to the tunnel for hauling purposes. The contractor was never advised that access via the tunnel would be available or practical and we do not believe an extension for this reason is justified.

6. Johnson-Irving Temporary Connections - The temporary connections were added to the contract by Price Agreement No. 25 and the time required to construct them amounted to 7 calendar days. An extension of 7 calendar days is justified.

7. The Addition of Median Landscaping and Installation of Median Irrigation - This work was added to the contract by two price agreements very late in the project and involved additional topsoil, irrigation and planting work which required 21 calendar days to perform. An extension of 21 calendar days is justified.

8. Increasing the Overall Length of the Everett Street Structure - We do not believe that an extension of this structure by only 1.46 feet caused any delay to the overall progress of the project and cannot recommend an increase in time for it.

The reasons listed above justify 101 calendar days separately but a detailed study would probably show some of it was concurrent. Since the time request was prepared, an additional significant order has been added (Extra Work Order No. 21) for the special drainage installations at several retaining walls estimated at $5,000. This work is in progress. The regular contract work is virtually complete.

The 850 calendar days allowed on this contract expired on October 22, 1968. A recent stop work order was in effect December 2 through December 11, 1968. The present estimated completion date is January 22, 1969, which would accumulate 91 calendar days in excess of the number allowed. We believe an extension of 101 calendar days is justified based on the many changes and extra work added to the contract, only a few of which are listed above. (There are 50 price agreements--some only documentary, and 21 extra work orders.)

It is our recommendation that the calendar days be increased by 101. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Tom Edwards
C. H. Maison
F. D. Morgan
I. D. Merchant
V. L. Gallagher
A. E. Johnson

JAB/DES:fw srb

EI-11-5-8(13)302
6832

# OREGON STATE HIGHWAY DEPARTMENT

**METROPOLITAN SECTION**

5821 N.E. GLISAN • PORTLAND, OREGON • 97213 • Phone 235-8911

December 30, 1968

Mr. A. V. Toolson, Vice President
Gibbons & Reed Company
6405 N. E. Glisan
P. O. Box 13388
Portland, Oregon 97213

Re: Stadium Freeway
N. W. Johnson-S. W. Montgomery
Contract No. 6832

Dear Mr. Toolson:

This will acknowledge receipt of copies of your claim in connection with the subject project, Contract No. 6832, in the amount of $248,434.47.

This claim will be studied in this office and in our Salem office after which further contact will be made with you concerning it.

Very truly yours,

A. E. Johnson
Metropolitan Engineer

AEJ:pb

cc: F. D. Morgan
F. B. Klaboe ✓

NOTED
JOHN EDWARDS

REFERRED TO
Edwards
STATE HWY. ENGR
Info.

RECEIVED
JAN 6 1969
OFFICE OF
STATE HIGHWAY ENGINEER

Form F.208-5M

RECEIVED
JAN 7 1969
OFFICE OF
STATE HIGHWAY ENGINEER

E I-405-8(13)302

STATE COPY G-1P

OREGON STATE HIGHWAY DEPARTMENT

DEC 4 1968

Dist. Engineer

U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name N.W. Johnson-S.W. Montgomery Date December 6, 1968

Highway Stadium Freeway and Sunset Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Company F. A. Project No. I-405-8 (13) 302

Address P. O. Box 13388, Portland, Oregon 97213 Order No. 22

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Seal with epoxy three transverse cracks in ceiling of "16th "ON" Rigid Frame tunnel.

1-Maximum equipment rental rates allowable as per AGC agreement
2-Percentage allowed contractor is in accordance with executed contract for project

Location by station numbers: 16th "ON" 412+30 to 413+50

NOTED
F. B. KLABOE

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $400.00 |
| Equipment | 120.00 |
| Materials | 350.00 |
| Total (including 15%) | $870.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Sealing of crasks is necessary to eliminate water leakage inside the structure. None of the contract items provide for this, so it must be done on an extra work basis.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $14,288,750.38 |
| Present estimate of project cost, including $ 870.00 for work under this order | $13,666,647.62 |
| Expected under-run amount | $ 622,102.85 |
| Expected under-run per cent | 4.35 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. D. Howard, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear for Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt, Division Engineer

Approved: /s/ F. D. Morgan 1-7-69

RECEIVED
DEC 3 - 1968

FOR FILING

EI-405-8(13)302
6832

December 3, 1968

Black, Helterline, Beck & Rappleyea
Law Offices
610 S. W. Alder Street
Portland, Oregon 97205

Attention: Mr. Peter B. Higgins

Gentlemen:

Thank you for your letter of November 27 advising us that your client, G and V Equipment Company, has received settlement from Isaacson Structural Steel Company and that your notice of November 20 is rescinded.

Our records indicate that this is in reference to the Gibbons and Reed Company Contract No. 6832 for work on the N. W. Johnson-S. W. Montgomery Section of the Sunset Highway and Stadium Freeway in Multnomah County.

This claim was for labor and furnishing equipment in the amount of $5,312.80.

We will advise all interested parties of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Gibbons & Reed Co.
The Travelers Indemnity Co.
Millers & Ames - Ringhols

Commissioners

CWH:fkn

NOTED BY CWH
12-3-68

LAW OFFICES OF
BLACK, HELTERLINE, BECK & RAPPLEYEA
SUITE 400
610 S. W. ALDER STREET
PORTLAND, OREGON 97205

CABLE ADDRESS BLACAP
TELEPHONE CAPITOL 4-5560

HARVEY N. BLACK
JOHN P. APICELLA (1966)
RUSSELL M. HELTERLINE
BORDEN F. BECK, JR.
GUY J. RAPPLEYEA
PETER B. HIGGINS
CHARLES J. STRADER
GEORGE C. SPENCER
STEPHEN B. HERRELL
LEE DAVIS KELL
RICHARD G. MacMILLAN

November 27, 1968

Mr. Floyd Query
Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Reference: Gibbons & Reed Contract
# 6832

Dear Mr. Query:

With reference to your letter of November 22, 1968, this is to advise you that our client, Dale Gray dba G & V Equipment Company, has received settlement from Isaacson Structural Steel Company, and, therefore, our notice of November 20 is hereby rescinded.

Very truly yours,

Peter B. Higgins

PBH:vf

cc: Gibbons & Reed
Millers & Ames - Ringholz
Mr. Dale Gray

NOTED
FLOYD QUERY

RECEIVED
NOV 29 1968
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

Form E-208-5M-10-56

RECEIVED
DEC 26 1968
OFFICE OF
STATE HIGHWAY ENGINEER

12

EI-466-2
6832

STATE COPY G-1P

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Concurred in, project agreement is additional funds are [illegible]
Date [illegible]
[illegible] Brooks
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name N.W. Johnson-S.W. Montgomery Date December 2, 1968

Highway Stadium Freeway and Sunset Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Co. F. A. Project No. I-405-8 (13) 302

Address P.O. Box 13388, Portland, Oregon Order No. 21

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Construct special type "D" inlets, install 8" metal drain pipe, adjust type "B" inlets, construct drainage ditches and install jute mesh in ditches.

1. Maximum equipment rental rates allowable as per A.G.C. Agreement.
2. Percentage allowed contractor is in accordance with executed contract for project.

Location by station numbers:

Rt. "L" 418+00
Lt. "L" 437+00
Lt. "L" 449+50

NOTED
F. B. KLABOE

Estimate of quantities and cost:

| | |
|---|---|
| Material | $1,500 |
| Labor | 2,300 |
| Equipment | 1,200 |
| Total = | $5,000 (Includes 15%) |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
This work not provided for in original authorization. Extremely wet conditions, difficult accessability and design innovations cause this drainage to be classed as "Extra Work".

This work started on 12-2-68 as per telephone approval from Division Office.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $14,288,750.38 |
| Present estimate of project cost, including $5,000.00 for work under this order | $13,662,523.55 |
| Expected under-run amount | $626,226.83 |
| Expected under-run per cent | 4.38 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Roy T. Heinz, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear for Bridge Engineer

Approval Recommended: /s/ J. H. Versteeg, Asst. [illegible] Engineer

Approved /s/ E. D. Morgan 12-26-68

Form N-208—574—10-66

RECEIVED
JAN 8 1969
OFFICE OF
STATE HIGHWAY ENGINEER

EI 10-5-8/439
6832

G-1P

OREGON STATE HIGHWAY DEPARTMENT

NOV 21 1968

Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name N. W. Johnson-S. W. Montgomery Date December 1, 19 68

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed F. A. Project No. I-405-8 (13) 302

Address P. O. Box 13388, Portland, Oregon 97213 Order No. 20

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Furnish and install structure mount and sign illumination for sign #88 as detailed on Metropolitan Drwg dated 11-26-68. Furnish and install new mounting arms for lowering sign #47 as shown on Metropolitan Dwg dated 11-27-68.
1-Maximum equipment rental rates allable as per AGC agreement
2-Percentage allowed contractor is in accordance with executed contract for project

Location by station numbers: "L" 480+15 and "L" 431+23

Estimate of quantities and cost:

| | |
|---|---|
| LABOR | $1200.00 |
| EQUIPMENT | 800.00 |
| MATERIAL | 1100.00 |
| total (inc. 15%) | $3100.00 |

NOTED

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") The installation of structure mount for sign 88 was intended for a previous contract, but, overlooked. The lowering of sign 47 is necessary to provide adequate sight distance. The existing bid prices are not commensurate for this work, so it must be done on an extra work basis.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $14,288,750.38 | |
| Present estimate of project cost, including $3,100.00 for work under this order | $13,665,777.55 | |
| Expected ~~over-run~~ under-run amount | $622,972.83 | |
| Expected ~~over-run~~ under-run per cent | 4.36 | |

Submitted by: /s/ J. D. Howard
Resident Engineer

Approval Recommended: /s/ Alfred A. Rear
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt
Division Engineer

Approved /s/ F. D. Morgan 1-8-69

General Files
(1-2)

RECEIVED
DEC 4 - 1968
FOR FILING
STATE OF OREGON
1859

FILED
NOV 25 1968
CLAY MYERS
SECRETARY OF STATE

RECEIVED
Nov 25 9 29 AM '68
CLAY MYERS
SECRETARY OF STATE

(6832-8(13)362
6832

# OREGON STATE HIGHWAY DEPARTMENT

NOTED ON CARD
11-29-68

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

November 22, 1968

Black, Helterline, Beck & Rappleyea
610 S.W. Alder Street
Portland, Oregon 97205

Attention: Mr. Peter B. Higgins

Gentlemen:

This is to acknowledge receipt of your Notice of Claim of November 20 stating that G & V Equipment Company has a claim for labor performed and equipment furnished to Gibbons & Reed Company for the benefit of Isaacson Structural Steel Company in the amount of $5,318.80.

This appears to be in reference to Gibbons & Reed Company, Contract No. 6832 for structures, grading, paving, signing, and illumination on the N.W. Johnson-S.W. Montgomery Section of the Stadium Freeway and the Sunset Highway in Multnomah County.

The Travelers Indemnity Company through Millers & Ames - Ringholz, P. O. Box 1226, Salt Lake City, Utah, furnished the performance bond on this contract. We will advise them of the receipt of your claim and we will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
NOV 26 1968
OREGON
STATE HIGHWAY COMMISSION

cc: The Travelers Indemnity Company
Millers & Ames - Ringholz
Gibbons & Reed Company
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

6832

LAW OFFICES OF
BLACK, HELTERLINE, BECK & RAPPLEYEA
SUITE 400
610 S. W. ALDER STREET
PORTLAND, OREGON 97205

CABLE ADDRESS BLACAP
TELEPHONE CAPITOL 4-5560

HARVEY N. BLACK
JOHN P. APICELLA (1966)
RUSSELL M. HELTERLINE
BORDEN F. BECK, JR.
GUY J. RAPPLEYEA
PETER B. HIGGINS
CHARLES J. STRADER
GEORGE C. SPENCER
STEPHEN B. HERRELL
LEE DAVIS KELL
RICHARD G. MacMILLAN

November 20, 1968

NOTICE OF CLAIM

To: Oregon State Highway Department

Attention: C. W. Head

Pursuant to ORS 279.526, notice is hereby given that G & V Equipment Company, 8330 S. W. Schiller, Portland, Oregon, has a claim for labor performed and equipment furnished by the aforesaid claimant to Gibbons & Reed Construction Company, for the benefit of Isaacson Structural Steel Company, in the sum of $5,318.80; said claim to be asserted against the bond taken from Gibbons & Reed Construction Company and Travelers Indemnity Company for work on the N.W. Johnson-S.W. Montgomery Section of the Stadium Freeway and Sunset Highway.

Peter B. Higgins
Attorney for Claimant

PBH:RGM:rl

RECEIVED
NOV 21 1968
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

STATE FORCES NOT INVOLVED

STATE COPY G 1-P

OREGON STATE HIGHWAY DEPARTMENT

RECEIVED
DEC 3 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Contingent upon modification of project agreement if additional funds are required.

Date OCT 1968 By [signature]
Title Dist. Engineer

U.S. Bureau of Public Roads

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 19

Project Name N.W. Johnson-S.W. Montgomery Date November 12, 1968

Highway Stadium Freeway Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 210 - 19

**Description of Work To Be Done:**

Furnish Compact Oregon Grape to be planted by contractor.

NOTED
E. D. KLABOE

**Location by Station Numbers:**

"L" 396+30 to "L" 475+95

**Estimate of Quantities and Costs:**

| Req. No. | | | | |
|---|---|---|---|---|
| 92619 | Oregon Grape | 9-12" | 650 @ $1.50 each | $ 975.00 |
| 92619 | " " | 6-9" | 350 @ $1.50 each | 525.00 |
| 92619 | " " | 9-12" | 251 @ $2.55 each | 640.05 |
| 92619 | " " | 6-9 " | 54 @ $1.60 each | 86.40 |
| 92619 | " " | 9-12" | 555 @ $2.25 each | 1,248.75 |
| 92619 | " " | 12-15" | 1,090 @ $2.75 each | 2,997.50 |
| | | | | $6,472.70 |

Explanation: Arrangements for provision of these plants had been made by the State for their intended landscape contract. The median planting was part of that project but was moved ahead to this contract to eliminate working under traffic.

This work has not been started.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $14,288,750.38 |
| Present estimate of project cost, including $6,472.70 for work under this order | $13,659,385.55 |
| Expected under-run (amount) | $ 629,364.83 |
| Expected under-run (per cent) | 4.40 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Roy T. Heinz, Resident Engineer

Approval Recommended: /s/ J. H. Versteeg, Ass't. Division Engineer

Approval Recommended: /s/ Alfred A. Rear for Bridge Engineer

Approved: /s/ F. D. Morgan 12-3-68
Construction Engineer

CONTRACT REVISION AUTHORIZATION - OREGON STATE HIGHWAY DEPARTMENT

Contract No. 6832 Section N.W. Johnson - S.W. Montgomery FA No. F-405-8(13)302

Type Revision SFO No. 19 Amount $ 6,472.70 Funds in Author. $ _____

Status Total Project Author.: Over ___ % $ _____ Under 4.4 % $ 629,364.83

Explanation (why) and Comments To cover cost of State furnished plants (Compact Oregon Grape). These plants are to be planted in the concrete median barrier by Contractor. These plants are in short supply and to assure an adequate supply for the proposed planting, they were acquired by the State prior to their actual need.

Method of Payment actual cost Est. increase ~~decrease~~ in cost $ 6,472.70

Price checked by Cost Analyst — Discussed Asst. Constr. Engr. Yes

Discussed with Grake on Nov. 18, 1968 by Swan

Action Recommended:

- ☒ APPROVAL
- ☐ SUBJECT TO REVIEW
- ☐ OTHER
- ☒ PARTICIPATING
- ☐ WITH COST JUSTIFICATION
- ☒ TENTATIVE APPROVAL TO PROCEED 10-15-68 (Green)
- ☐ NON PARTICIPATING
- ☐ WITH SUPPORTING DATA

# OREGON STATE
# HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

November 21, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Contract 6832
Prefix 626-1076
FAP I-405-8(13)302

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work Order No. 19, Account No. 210, covering State-furnished plants (Compact Oregon Grape) to be planted in the concrete median barrier by the contractor on the N.W. Johnson-S.W. Montgomery Section of the Stadium Freeway in Multnomah County.

These plants are in short supply and to assure an adequate supply for the proposed planting, they were acquired by the State prior to their actual need.

The estimated amount of this order is $6,472.70 with Federal participation of $5,825.43.

This order was tentatively recommended for approval by the Engineering Coordinator October 15, 1968.

Your approval as of October 15, 1968 is requested.

| Act | Info | | Init |
|---|---|---|---|
| | | Div Engr | |
| | | Eng Coord | |
| | 3 | Dist Eng - A | |
| | 4 | Area A Engr | |
| | | Dist Eng - B | |
| | | Area B Engr | |
| | | Planning | |
| | | Right of Way | |
| | | Bridge Engr | |
| | 2 | Comptr | |
| | | Admin Mgr | |
| | | Maint | |

Attach.

Very truly yours,

Forrest Cooper
State Highway Engineer

By John A. Bond

John A. Bond
Construction Administration Engineer

Form E-[illegible]-5M

RECEIVED
NOV 22 1968
OFFICE OF
STATE HIGHWAY ENGINEER

STATE COPY G-11

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent upon [illegible] project agreement [illegible] funds are [illegible]

Date 1968 by [signature]

Title Dist. Engineer

U.S. Bureau of Public Roads

Project Name N.W. Johnson-S.W. Montgomery Date November 1, 19 68

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Company F. A. Project No. I-405-8(13)302

Address P. O. Box 13388, Portland, Oregon 97213 Order No. 19

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

Description of work to be done: Furnish and install revised legend for sign numbers 5, 34, 75, 85 and 86 as shown on drawings S-464, S-466, and S-468 by revisions dated 10-68 and 11-68. Furnish and install structure mount as shown on drawing S-465 for "Speed 50" sign added to the Everett Structure.

1. Maximum equipment rental rates allowable as per AGC agreement.
2. Percentage allowed contractor is in accordance with executed contract for pro ject.

Location by station numbers: Throughout project.

NOTED
F. B. KLABOE

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $400.00 |
| Equipment | 225.00 |
| Materials | 175.00 |
| Total (inc. 15%) | $800.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Existing bid items do not provide for legend changes so work must be done on extra work basis.

Bid item 174 provides a lump sum payment for two types of structure mounts as shown on dwg. nos. S-465 and S-467. Extension of the bid item of the computed unit prices does not provide adequate payment for the mounting on S-465 so mounting the new sign must be done on extra work basis. Work not started November 1, 1968.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $14,288,750.38 | |
| Present estimate of project cost, including $800.00 for work under this order | $13,783,483.63 | |
| Expected under-run ~~over-run~~ amount | $505,266.75 | |
| Expected under-run ~~over-run~~ per cent | 3.54 | |

Submitted by: /s/ J. D. Howard, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear for ~~Construction Engineer~~ Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt

Approved: /s/ F. D. Morgan 11-27-68

OCT 25 1968 STATE GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 24, 1968

In reply refer to: 08-35.3-DA

F. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon FAP I-405-8(13)302
N.W. Johnson-S.W. Montgomery Section
State Force Order No. 17
Total Estimated Amount of the Order: $2,000
Federal Participation: $1,800

Reference is made to Mr. Young's letter of October 21, 1968 concerning the subject order.

We are approving the use of State Forces as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special striping equipment and trained personnel to perform the work most economically.

Striping to be performed should be in conformity to the requirements of the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of Paragraph 6 of PPM 21-15.

Federal participation will be based on the agreed unit price for striping. The estimated total costs of the work to be done under this order is $2,000 with Federal participation of $1,800.

Enclosure

NOTED
F. B. KLABOE

Young w/enc.
10-28-68

RECEIVED
OCT 25 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

Form A-186—SM

G1-P

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date OCT 8 1968 By /s/ L. H. Young
Title Dist. Engineer
U.S. Bureau of Public Roads

Order No. 17

Project Name N.W. Johnson-S.W. Montgomery Date October 1, 19 68

Highway Stadium Freeway Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 278-17

**Description of Work To Be Done:**

Permanent striping for the N.W. Johnson-S.W. Montgomery Section as required for opening this section to traffic.

**Location by Station Numbers:**

Entire Project

**Estimate of Quantities and Costs:**

| | | | | |
|---|---|---|---|---|
| 4" Skip Stripe . . . . . | $32.00/lane mile | 5.45 lane miles | = $ | 174.40 |
| 4" Solid Stripe . . . . | $57.00/lane mile | 0.28 lane miles | = | 15.96 |
| 3" Solid Stripe . . . . | $47.00/lane mile | 5.05 lane miles | = | 237.35 |
| Chevrons, Curbs . . . . | $34.00/hour | 24 hours | = | 816.00 |
| Stimsonite Markets . . . . . | | Lump Sum | = | 406.82 |
| | | | | $1,650.53 |
| | | Misc. & Conting. | | 349.47 |
| | | | | $2,000.00 |

**Explanation:**

Estimate of cost supplied by State Traffic department.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization . . . . . | $14,288,750.38 |
| Present estimate of project cost, including $2,000.00 for work under this order | $13,857,874.33 |
| Expected under-run (amount) . . . . . | $430,876.05 |
| Expected under-run (per cent) . . . . . | 3.02 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Roy P. Heinz, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear for Bridge Engineer

Approval Recommended: /s/ J. H. Versteeg, Division Engineer

Approved: /s/ L. H. Young

RECEIVED
OCT 11 1968
FOR FILING

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 9, 1968

EI-405-8(13)302
6832

To: Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT: Concrete Pavement Removal
N.W. Johnson-S.W. Montgomery Sec.
Stadium Freeway
Contract 6832

Transmitted are copies of two letters—one from Gibbons & Reed Company and the other from J. W. Vickery, Inc. These letters refer to a proposed claim on the removal of 100 lineal feet of continuous reinforced concrete pavement.

A. E. Johnson
Metropolitan Engineer

by

ORIGINAL SIGNED BY
J. H. VERSTEEG

J. H. Versteeg
Assistant Metropolitan Engineer

JHV:lh

Enc

cc: F. B. Klaboe
O. A. White
Roy Heins

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OCT 10 1968
OFFICE OF
STATE HIGHWAY ENGINEER

CONTRACTORS

# GIBBONS & REED COMPANY

General Office — Salt Lake City, Utah

REPLY TO:
6405 N. E. GLISAN
POST OFFICE BOX 13388
PORTLAND, OREGON 97213
TELEPHONE 234-9681

September 30, 1968

Oregon State Highway Department
5821 N. E. Glisan
Portland, Oregon

Re: Stadium Freeway
N.W. Johnson -SW. Montgomery Section

Attention: Mr. R. T. Heinz, Resident Engineer

Gentlemen:

We are transmitting herewith a copy of a letter received this date from our subcontractor, J. W. Vickrey, Inc., reference a claim on the removal of concrete paving on the above mentioned project.

Very truly yours,

GIBBONS & REED COMPANY

R. E. Westermann
Assistant District Manager

REW/sh
cc: Bob Kjelmyr

METROPOLITAN ENGINEER
RECEIVED
OCT 2 1968
ME AME AME MOE MDE MTE

J. W. VICKREY, INC.
General Contractor

P. O. BOX 670 • DIXON, CALIFORNIA 95620 • TELEPHONE (916) 678-2515

Copy sent B. Kjalmy 9-30-68 cw.

September 27, 1968

Gibbons & Reed
P.O. Box 4989
Portland, Oregon

Atten: Mr. Bob Westerman

Dear Bob:

Please advise the Oregon State Highway Department that we intend to put in a claim for the concrete paving that was removed at their direction. We will supply you with our cost data as soon as it can be compiled.

Youre very truly,

J.W. VICKREY, INC.

William T. Vickrey By: W.

William T. Vickrey

WTV:n

GIBBONS & REED - NW DIVISION
SEP 3 0 1968
File

RECEIVED
OCT 9 - 1968

FORM E-20X—SON—3-66 SP°23800-734

FILE COPY
EI 4(5-8(13)
113

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 4, 1968

SUBJECT: Substandard A. C. Pavement on the 14th Street On Ramp NW Johnson-SW Montgomery Stadium Freeway Contract No. 6832

To:
Mr. A. E. Johnson
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

ATTENTION: Mr. J. H. Versteeg

NOTED
F. B. KLABOE

This letter is to confirm our verbal discussion of October 3 and also to act as a reply to your letter of September 16.

Your letter sets forth the happenings since it was first determined that a portion of the top lift of Class "B" asphalt concrete which was placed on the 14th Street on ramp was substandard and therefore unacceptable. The contractor placed an unauthorized slurry seal over the substandard pavement. As you know, following the placement of this seal, a series of cores were cut for the purpose of a further check on the condition of the top lift of pavement. These cores indicated some increase in stability from the original inspection, but that corrective action was still advisable.

The contractor's letter of September 6, 1968 suggests three alternate methodsf correction of the A. C. deficiencies which they request we consider. Suggestion No. 2 is that the Cascade Construction Company will compact and overlay the pavement with one inch of "C" mix and put up a two-year maintenance bond.

After consultation with O. A. White, Materials Engineer, it is our opinion that this method of correction would be acceptable. This method of correction has been discussed with Gordon Brooks of the Bureau of Public Roads and they concur that this will be acceptable as far as they are concerned.

Therefore, it is suggested that you contact the Cascade Construction Company regarding this matter and possibly resolve it. Please make a P.A. for proper documentation. Of course, the work will be done at the contractor's expense. As Cascade Construction Company is a subcontractor, this matter should also be cleared with the prime cor ractor.

JHW:fw
cc: F. B. Klaboe
Gordon Brooks
Roy Heinz

F. D. Morgan
Construction Engineer

By John H. Walker

John H. Walker
Assistant Construction Engineer

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OCT 7 1968
OFFICE OF
STATE HIGHWAY ENGINEER

EI-405-8 (13)302 #6832

Grad., pav., struc., sign., traf. signals & illum. on NW Johnson-SW Montgomery Sec. #2

1966

[redacted]

C&A 2503
C&A 3544

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OCT 2 1968
FOR THE RECORD

UNITED STATES GOVERNMENT

# Memorandum

EI-405-8(13)302

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6831

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: September 26, 1968

In reply refer to: 08-35-DA

Klaboe

SUBJECT: Oregon Project I-405-8(13)302
SW. Johnson Street - SW. Montgomery Street Section
Stadium Freeway
Inspection-in-Depth Report No. 35-68-EID(9)19

Transmitted herewith is an inspection-in-depth report covering Portland Cement Concrete Paving work on the above project.

As you will note from the report, no significant deficiencies were recorded, and no action is necessary as far as contract administration is concerned.

Since the inspection it has been observed that the deficient pavement has been removed.

We would appreciate your comments concerning the recommendation that a "shakedown" area be provided on projects to avoid recurrence of the problems noted here.

We appreciate the fine cooperation received from your project personnel during this inspection and wish to compliment them on a well run operation.

Enclosure
Report

10-2-68

REFERRED TO
Morgan
By Asst. State Hwy. Engr.

copy to Young

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OCT 1 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Region (3 cys)
Wash DC thru Region
File 439 Admin Mgr

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# CONSTRUCTION INSPECTION-IN-DEPTH REPORT

Div Auditor-in-Charge (3 cys)

(Check appropriate one) ☒ PART OF STATEWIDE PHASE ☐ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

rc

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Multnomah | I-405-8(13)302 |

| DATE OF INSPECTION | PHASE(S) INSPECTED | REPORT OR CONTROL NUMBER |
|---|---|---|
| 9-9 & 11-68 | Portland Cement Concrete Paving | 35-68-EID(9)19 |

INSPECTION MADE BY
Willis Grafe, Area Engineer
R. A. Schell, Area Engineer
M. N. Bryant, Assistant Area Engineer

IN COMPANY WITH
C. C. Pike, Auditor
Roy P. Heinz, Resident Engineer
James McClure, Assistant Resident Engineer
A. E. Johnson, Division Engineer
J. H. Versteeg, Assistant Division Engineer

REPORT PREPARED BY
Willis Grafe, Area Engineer

PROJECT INCLUDES
☒ GRADING AND DRAINAGE ☒ BASE ☒ PAVING ☒ MAJOR STRUCTURES ☒ OTHER (Specify) Signing and Lighting

CONTRACTOR (Name and address)
Gibbons and Reed Company
Salt Lake City, Utah

CONTRACT AMOUNT
$ 12,321,886.45

PROJECT STATUS (% comp.)
87

LOCATION
NW. Johnson Street - SW. Montgomery Street Section
Stadium Freeway

REPORT TO INCLUDE: SCOPE OF INSPECTION, SUMMARY OF FINDINGS, RECOMMENDATIONS, AND ACTIONS TAKEN

SW. JOHNSON - SW. MONTGOMERY SECTION
STADIUM FREEWAY
Grading, Paving, Signing, Structures, and Illumination

A. SCOPE OF INSPECTION:

The project provides for grading, paving, structures, and other incidentals on 1.17 miles of urban freeway. The inspection covered mixing, placing, and finishing of continuously reinforced concrete pavement and review of the project records.

All the operations were in full production.

B. SUMMARY OF FINDINGS:

Concrete batching, transporting, and laydown are in acceptable conformity to the governing specifications.

First day paving resulted in some quality deficiencies in the first 80 feet of 24-foot slab in the southbound lanes.

(more)

PREVIOUS EDITIONS MAY BE USED

Readings by profilograph are well within the current limit of 5 inches per mile, although the specification for the project predates the requirement.

Project records are adequate and complete.

C. RECOMMENDATIONS:

Corrective measures should be taken to obtain satisfactory quality in the deficient areas between Stas 408+60 and 409+40, southbound lanes.

Consideration should be given on future projects to utilizing a section of ramp or frontage road for organization of the paving operation so the problem of first day paving control would be removed from the mainline roadway.

No followup inspection is considered necessary.

D. APPENDIX:

Approved guidelines were prepared and followed in the inspection and are on file in the Division office.

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SEP 24 1968
FOR FILING

N. W. Johnson - S. W. Montgomery Section
Stadium Freeway
Contract 6832 Prefix 626-1076
Data on cores taken representing the first 100' of pavement constructed.

EI-4(13)-8(13)
1431
2504

| Core# | Size | | Date Laid | Date Sampled | Meas. Ht.as Rec. | Meas. Dia. | P.S.I. Corrected For H-D ratio | Age |
|---|---|---|---|---|---|---|---|---|
| 1 | 6 | 408+58 3' from lt. edge | 9-5-68 | 9-6-68 | | | | |
| 2 | 6 | 408+64 5' " " " | " | " | | | | |
| 3 | 6 | 408+70 3' " " " | " | " | | | | |
| 4 | 6 | 408+79 5' " " " | " | " | | | | |
| 5 | 6 | 408+86 3' " " " | " | " | | | | |
| 6 | 6 | 408+90 3' " " " | " | " | | | | |
| 7 | 4 | 409+07 3' " " " | " | " | | | | |
| 8 | 4 | 409+32 3' " " " | " | " | | | | |
| 9 | 4 | 409+34.5 3' from rt.edge | " | " | | | | |
| 10 | 4 | 409+06 3' from rt. edge | " | " | | | | |
| 11 | 4 | 408+70 ℄ | " | 9-11-68 | | | | |
| 12 | 4 | 408+57 ℄ | " | " | | | | |
| 13 | 4 | 408+70 7' Rt. ℄ | " | " | | | | |
| 14 | 4 | 408+57 7' Rt. ℄ | " | " | | | | |
| 15 | | 406 6' Lt. ℄ SB | No Data | " | | | | |
| 16 | | 402 8' Rt. ℄ | No Data | " | | | | |
| 17 | | 396+50 6' Lt. ℄ | No Data | " | | | | |
| 18 | 6 | 408+50 6½' Rt. ℄ | 9-5-68 | 9-11-68 | 9.0 | 6.0 | 4940 | 7-day |
| 19 | 6 | 408+90 " " " | " | " | 8.4 | | | |
| 20 | 6 | 409+30 " " " | " | " | 7.9 | 6.0 | 4390 | 7-day |
| 21 | 6 | 408+50 6' Lt. ℄ | " | " | 7.9 | 6.0 | 5550 | 7-day |
| 22 | 6 | 408+90 " " " | " | " | 8.0 | 6.0 | 4640 | 7-day |
| 23 | 6 | 409+30 " " " | " | " | 8.2 | 6.0 | 4920 | 7-day |

Cores 1 thru 10 were sent to Salem. Data #55128.
" 11 thru 14 and 18 thru 23 were brought to laboratory by Mr. White.
" 18, 20, 21, 22, and 23 were tested for comp. str. Sept. 12, 1968 and all cores were stored in moist room until further notice. (Sept. 12, 1968)
#15 and 16 received Sept. 13, 1968. #17 has not been received.
Only cores tested for strength were those not showing excess voids.

NOTED
F. B. KLABOE

O A White
O. A. WHITE
Engineer of Materials & Research

copy to A. E. Johnson 9-24-68

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SEP 23 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 10 1968

FORM 734-2

EI-111-5-713
6132

REFERRED TO
Morgan - Johnson
By Asst. State Hwy. Engr.
Robde

copies

9-19-68
NOTED
F. B. KLABOE

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 17, 1968

To: Memo To Files

SUBJECT: N. W. Johnson-S. W. Montgomery
Project. Stadium Freeway
P.C.C. Pavement Construction

The writer visited the project during the morning paving operations ~~which~~ began September 5, 1968. At the time of arrival, at approximately 10 AM, several transit mix trucks had unloaded concrete onto the grade. The exact number of trucks unloaded is unknown but there appeared to be sufficient concrete in front of and under the paving machine to spread 6 or 8 feet of 24 ft. pavement.

At this time the paving machine was idle and some torch cutting was being done on the screw spreader in front of the machine. It was stated at this time that the belt conveyor device, designed to carry fresh concrete from the transit mixer on the shoulder to the center of the 24 foot panel, was not satisfactory.

At approximately 10:30 the paving machine was activated and moved a few feet forward where it was stopped again. The cause of this delay was not observed. At this time work began on placing the header. The spread concrete at this point and for some 20 feet forward was estimated to have been out of the truck for more than an hour. Completion of the surfacing from the header forward approximately 20 feet continued until nearly 11:30.

It is the opinion of the writer that the first approximately 500 sq. ft. of pavement is susceptible to heavy and rapid scaling under traffic due to placing of thin areas of fresh mix over the set body of concrete for the purpose of obtaining a smooth surface. It is also the opinion of the writer that the wedge shaped concrete placed between the header and the hard edge of the laid pavement will crack longitudinally with the wheel paths and break into small pieces which will ravel out.

Prior to the time of spreader activation at approximately 10:30, the concrete remaining in two transit mix trucks was placed on the grade close to the shoulder. On the right or west side a remaining partial load was placed in one pile at the approximate station 409+00 and

NOTED
LLOYD P. SHAW

approximately 3 feet in from the shoulder. On the left or east side a full load was placed in a berm approximately 3 feet in from the shoulder and extending from sta. 409+00 to 408+50. The concrete from these two trucks appeared to be of good quality. The slump was estimated to be less than 2 inches and it stood up without flow in the pile and berm. In each case the concrete would not flow down the truck chute without assistance from a workman.

The next activation of the paving machine was shortly after 11:00. At this time the following conditions existed:

1. There was a pile of set concrete near the shoulder at approximate station 409+00 on the right side plus a small berm extending from this pile to the paver. This concrete had not been agitated for at least an hour.

2. There was a berm of set concrete on the left or east side extending from the paving machine to approximate station 408+50. This concrete had not been agitated for about an hour.

3. There was a large berm of set concrete in front of the paver screed and over the auger. This concrete had not been moved for over a half hour. The surface of the berm contained hardened chunks of concrete. These chunks would break up with movement but they did not become plastic even when kneaded between the fingers.

4. There was one truck load of high slump concrete in the center of the 24 foot panel at station 409+00. This concrete was sufficiently fluid to flow when dumped and when pushed by the paver. There was some evidence of segregation as the ridge of mortar flowed in front of the main body of concrete.

The paver moved forward approximately twenty feet at which time it was stopped and workmen removed the remaining berm of hard concrete on the left side in front of the machine. This could not be removed with a shovel until broken up with available makeshift crowbars. All of the concrete above the reinforcing steel, and most, but not all, below the reinforcing steel, was removed of the last 25 feet of berm on the left side. None of the hardened concrete in front of the paver was removed. At approximately 11:30, the paver moved forward carrying the chunks of hardened concrete to approximate station 408+40. These chunks were broken up by the auger but they did not appear to have plasticity. This observer left the project at approximately 12 noon.

It is pointed out that the above time periods, locations, and quantities are estimates. No accurate measurements were made. Station markers were broken off and may have been unintentionally moved a few feet in either direction. A time piece was looked at occasionally without intent to time any specific operation. The fact remains, however, that in the first 100 feet of pavement, a quarter of it will scale and

ravel on the surface due to too much delay in finishing, that the triangular section at the header will crack longitudinally and ravel out in the wheel paths, that there are many places in the remaining three quarters wherein there is little or no bond between the steel and concrete. The latter condition will result in longitudinal cracks along the steel lines connecting with transverse cracks and forming small blocks which will break out under traffic. Unless removed and properly replaced the referenced area will require premature maintenance and will not react as a properly constructed continuously reinforced pavement should.

A rough sketch of the operation from 10 AM until 11:30 was made while at the project. A copy of this sketch is attached along with marked locations where subsequent cores were cut. The cores are being presently stored in the curing room at the Materials Laboratory.

O. A. WHITE
Engineer of Materials & Research

OAW:zf

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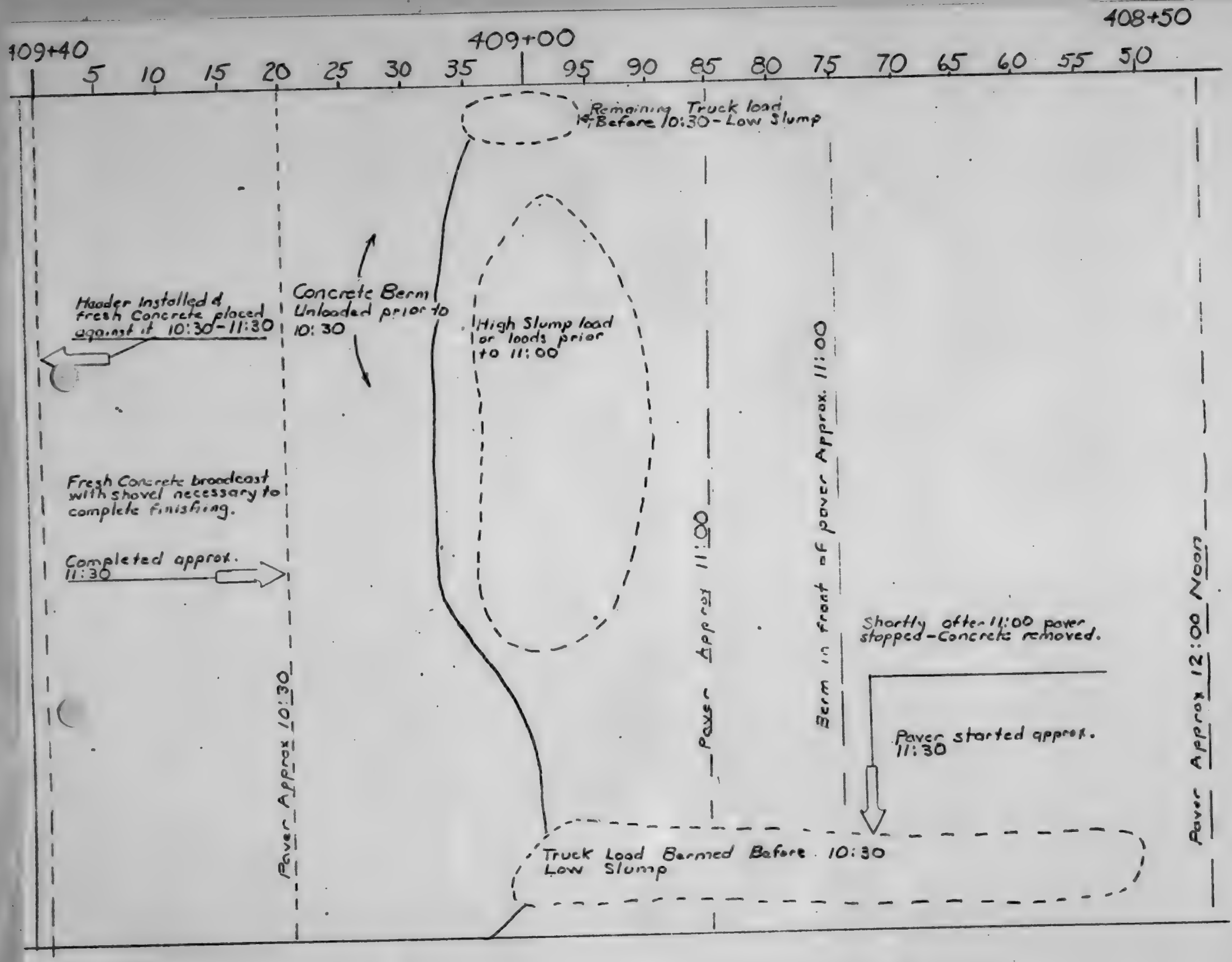
SEP 18 1968
OFFICE OF
STATE HIGHWAY ENGINEER


109+40
5
10
15
20
25
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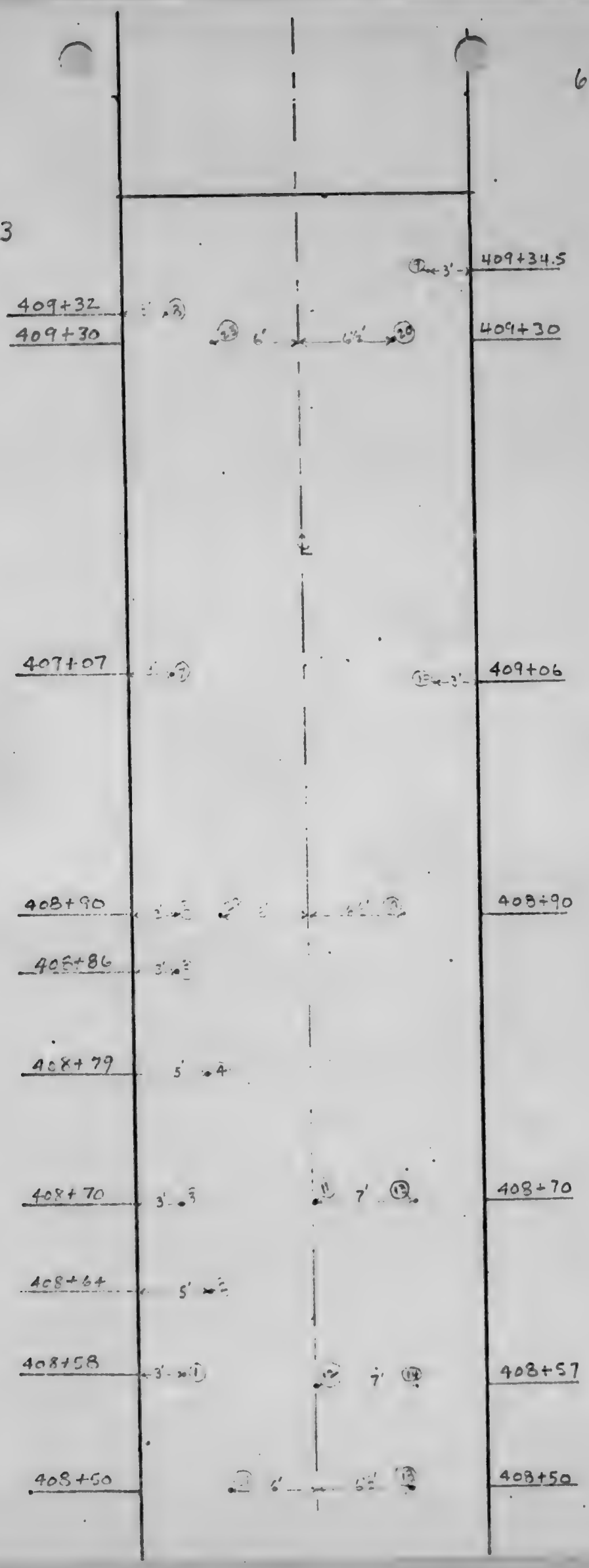
35
409+00
95
90
85
80
75
70
65
60
55
50
408+50
Remaining Truck load Before 10:30 - Low Slump
Header Installed & fresh Concrete placed against it 10:30-11:30
Concrete Berm Unloaded prior to 10:30
High Slump load or loads prior to 11:00
Fresh Concrete broadcast with shovel necessary to complete finishing.
Completed approx. 11:30
Paver Approx 10:30
Paver Approx 11:00
Berm in front of paver Approx. 11:00
Shortly after 11:00 paver stopped - Concrete removed.
Paver started approx. 11:30
Truck Load Bermed Before 10:30 Low Slump
Paver Approx 12:00 Noon

626-1076

Core Locations

6" 1, 2, 3, 4, 5, 6
18, 19, 20, 21, 22, 23

4" 7, 8, 9, 10, 11
12, 13, 14



Form E-208—5M

STATE COPY

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OCT - 4 1968
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent upon project ... funds ... Date G-[illegible]

... Dist. Engineer
Title

U.S. Bureau of Public Roads

**Project Name** N.W. Johnson-S.W. Montgomery **Date** September 11, 1968

**Highway** Stadium Freeway **Contract No.** 6832

**County** Multnomah **Prefix** 626-1076

**Contractor** Gibbons & Reed Company **F. A. Project No.** I-405-8(13)302

**Address** P.O. Box 13388, Portland, Oregon 97213 **Order No.** 18

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:** 1. Furnish & install traffic signals at the intersection of 15th & Burnside as shown on TED Drawing No. 2215. This includes making the necessary alterations to the cantilever sign post as shown by the sketch detail dated 8-30-68. 2. Mount meter services for illumination and signs on pedestal at 14th & Yamhill. 3. Furnish and install lights under Burnside structure. 4. Furnish and install light shields as per Drawing SD-42 on sign luminaire at location as directed by the engineer.

(1) Maximum equipment rental rates allowable as per A.G.C. agreement
(2) Percentage allowed contractor is in accordance with executed contract for project

**Location by station numbers:**

1. Intersection of 15th & West Burnside Streets
2. 14th & Yamhill
3. "L" 416+00
4. Throughout project

NOTED
F. B. KLABOE

**Estimate of quantities and cost:**

| | | | |
|---|---|---|---|
| 1. Traffic Signals | $ 9,750 | Labor | $ 4,550 |
| 2. Meter Pedestal | 175 | Equipment | 1,200 |
| 3. Burnside Lights | 750 | Materials | 3,950 |
| 4. Light Shields | 475 | | $ 9,700 |
| | | 15% | 1,455 |
| Total | $11,150 | Total | $11,155 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")** Traffic signals for 15th and Burnside were not included as part of the original contract bid item 187, so must be done as extra work. Construction of the meter pedestal will permit the Power Company to use an underground vault instead of a pad mount for its transformer. Mounting the meters above the service cabinets is not possible at this location as it is at the other three due to the right-of-way fence. The lights at Burnside will be mounted underneath the bridge and are to

-OVER-

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

**Project authorization** . . . . . $14,288,750.3

**Present estimate of project cost, including** $11,155.00 **for work under this order** $13,799,841.3

**Expected under-run amount** . . . . . $ 488,909.0

**Expected under-run per cent** . . . . . 3.42

Space to right of this line is for use of Salem Office

**Submitted by:** /s/ J. D. Howard — Resident Engineer

**Approval Recommended:** /s/ Alfred A. Rear — for Bridge Engineer
10-11-68

**Approval Recommended:** /s/ Edward L. Hardt — Assistant Division Engineer

**Approved:** /s/ L. H. [illegible]

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OCT 4 1968
OFFICE OF
STATE HIGHWAY ENGINEER

provide additional illumination of the gore on the 14th "B" off line. Further inspection of this area will be made when construction is in a more advanced stage to reach a final decision on this lighting. Light shields are needed to shield the luminaire from the motorist in opposing lanes of traffic. Luminaires for eleven signs will require this alteration and no provision is made in the contract for this item.

FORM E-128

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD

RECEIVED
SEP 10 1968
DAVID H. SIMPSON, MEMBER
PENDLETON

Fred W. Hill, Member
Pendleton
Thaddeus Bruno, Member
Portland

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan
Portland 97213

September 11, 1968

N.W. Johnson - S.W. Montgomery
Stadium Freeway
Contract: 6832

EI-405-9(13)302

6832

Gibbons & Reed Co.
6405 N.E. Glisan St.
Portland, Oregon 97213

Attention: Mr. Robert Kjelmyr, General Superintendent

As a result of the meeting which was held this date regarding the portion of P.C.C. pavement from "L" 402 + 40 to 409 +40 in the Southbound lanes of the subject project, the following decision was made:

1. The above mentioned 100 foot section of pavement is unsatisfactory and shall be removed in its entirety.
2. A transverse saw cut shall be made to the top of the rebar at station 408 + 40.
3. 3 feet of rebar shall be left protruding from the concrete which is left in place for splicing purposes.
4. Holes will be drilled and dowels placed so that the new construction joint will conform with our standard drawing # 2070A.

NOTED
F.B. KLABOE

Very Truly Yours,

Roy T. Heins

Roy T. Heins
Resident Engineer

RTH:ws

cc F. B. Klaboe
F. D. Morgan
A. E. Johnson
Files

RECEIVED
SEP 12 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 22 1968
FOR FILING
EI-405-8(13)302
6822

477 Cottage St. NE. - Salem OR 97301
August 19, 1968

08-35-DA

Mr. Ralph M. Phillips, Regional Administrator
Portland, Oregon

Original signed by
G. R. Brosius
Div. Engineer

R. E. Simpson, Division Engineer
Salem, Oregon

Oregon Project I-405-8(13)302
NW Johnson - SW Montgomery Section
Inspection-in-Depth No. 35-68 EID (3)11

Attached is a copy of a letter from the State which outlines the action taken to correct the segregation problem encountered during the subject inspection-in-depth. Subsequent inspections of the work indicate that the steps taken by the State were successful since the results presently being obtained are substantially as specified.

Because the problem has apparently been satisfactorily corrected a follow up report is considered unnecessary. However, the work will be closely observed during future inspections of the project in order to make certain the results being obtained remain in reasonably close conformity with the specifications.

Enclosure
OSHD ltr, 8-15-68

cc:
OSHD
Backlund w/attach

NOTED
R. L. PORTER

Morgan 8-21-68

RECEIVED
AUG 20 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 1 - 1968

EI-4[illegible]-A(1-)3-2
64-2

August 15, 1968

2437

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Inspection-in-Depth on Base Rock Construction
N. W. Johnson-S. W. Montgomery Section
Stadium Freeway, Project I-405-B(13)302
Your File: 08-35-DA

The findings as listed in your Inspection-in-Depth Report on base course construction on the N. W. Johnson-S. W. Montgomery Section of the Stadium Freeway have been reviewed. Following are our comments regarding these findings.

Prior to this inspection report, but shortly following your actual inspection, the Resident Engineer, Division and Construction personnel made a detailed inspection of this base course construction. On the grade, a few areas of severe segregation along with several other areas of minor segregation of the base rock material were noted. There also was some roughing of the surface where the contractor's equipment had been using the roadway. Regarding this segregation problem, the badly segregated areas have been or will be removed and replaced with suitable material, the minor surface segregated areas will be corrected by addition of fines where necessary and reprocessing and compaction. The areas of surface roughing along with the other segregated areas will be reprocessed, compacted and brought to a suitable condition prior to placement of the next course.

An inspection of the Cascade Construction Company plant operation was also made and it was the opinion that most of the segregation problem was a result of stockpile segregation prior to pugmill mixing. It is believed that this can readily be corrected by a better dozer operation at this point. The Engineer will take steps to correct this situation.

The overall equipment being used on this project was felt to be superior to that used on most prior projects in the area.

It is also thought worthy of note to mention that the Inspection-in-Depth was made at the beginning of the base course construction. The Engineer and Division personnel were aware of the problem and were taking steps to correct the situation.

The segregation of materials problem is not new to this metropolitan area. Measures such as pugmill mixing and machine laydown have been specified to help eliminate this problem and additional helpful measures are being considered and discussed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
A. E. Johnson

JHW:fw srb

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

*Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

477 Cottage St. NE. - Salem OR 97301

DATE: July 30, 1968

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe, Assistant State Highway Engineer

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW Johnson - SW Montgomery Section
Inspection-in-Depth Report

Attached is an Inspection-in-Depth Report on Base Course Construction Quality and Quantity Controls. This is the first inspection of a Statewide Inspection-in-Depth series on this subject.

It is requested that the finding be reviewed and this office advised concerning remedial actions taken or contemplated so this deficiency will not be a recurring problem on this work and on future projects.

Enclosure
Inspection-in-Depth Report

Routing

Morgan
Parker
Bond
Barbee
Walker
Glenn
Swan

Moe
Marelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
CONSTRUCTION
DIVISION

chg to Morgan NIE
copy to Young
8-5-68

8-5 68
Copies to
Young
Johnson
Roy Hintz
Hatcher
Jw

RECEIVED
AUG 2 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM PR-33D (REV. 10-66)

OSSD (Kinbee) Admin Mgr
Region (3 cys) CONSTRUCTION INSPECTION-IN-DEPTH REPORT
Wash DC File 439 (PPM 20-6.1)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

(Check appropriate one) ☒ PART OF STATEWIDE PHASE ☐ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 6 | Oregon | Multnomah | I-405-3(13)332 |

| DATE OF INSPECTION | PHASE(S) INSPECTED | REPORT OR CONTROL NUMBER |
|---|---|---|
| 7/17-18/68 | 3 - Base Course | |

INSPECTION MADE BY
W. H. Bryant, Asst Area Engr
H. A. Schell, Area Engineer

IN COMPANY WITH
R. P. Heinz, Resident Engineer

REPORT PREPARED BY
W. H. Bryant, Asst Area Engr

PROJECT INCLUDES
☒ GRADING AND DRAINAGE ☒ BASE ☐ PAVING ☐ MAJOR STRUCTURES ☒ OTHER (Specify) Signing & Illumination

CONTRACT (Name and address)
Gibbons and Reed
Salt Lake City, Utah

CONTRACT AMOUNT
$ 12,221,886

PROJECT STATUS (% comp.)
82

LOCATION
In Portland on the new Stadium Freeway from Sta 396+30 near N. Johnson St. To Sta 457+95 near SW. Montgomery St. and on the Sunset Highway (US 26) between Stas 69+03 and 76+03

REPORT TO INCLUDE: SCOPE OF INSPECTION, SUMMARY OF FINDINGS, RECOMMENDATIONS, AND ACTIONS TAKEN

N. JOHNSON - SW. MONTGOMERY SECTION
STADIUM FREEWAY AND SUNSET HIGHWAY
Structures, Grading, Paving, Signing, Traffic Signals, and Illumination

A. SCOPE OF INSPECTION

The inspection covered by this report is the first in a Statewide series on Base Course Construction Quality and Quantity Controls. The inspection included an office review of records, inspection of the loading operation, and an inspection of the placement and rolling operations. At the time of the inspection 1 1/2" - 0 plant mix stone base material was being placed between Stas 396+30 and 408+00.

An approved guideline was used with notes recorded in the space provided. This guideline is on file with the Division office copy of this report.

(more)

PREVIOUS EDITIONS MAY BE USED

FINDING AND RECOMMENDATIONS

1/ Finding

The quality control of the plant-mix stone base material was found to be inadequate. Areas of severe segregation, apparently due to the use of borderline and/or nonspecification material, were observed on the roadway.

2. Recommendations

It was recommended at the time of the inspection that the material in the badly segregated areas be removed and replaced with acceptable material. It was also recommended that the other areas where minor segregation had occurred be corrected by the blending of fines (1/4" - 0) with the material already in place. The Resident Engineer agreed and the necessary corrective action was initiated immediately.

It is further recommended that steps be taken to make certain that on the remaining portion of the project only material meeting all the specification requirements be incorporated into the work. Likewise, the reasons or reason for the segregation problem should be found and corrected.

C. GENERAL DISCUSSION

The base material is being produced by Portland Building Materials (a supplier) for Cascade Construction Company (a subcontractor). The material is being hauled and placed by McNutt and Sons ( sub-subcontractor). The State periodically sampled and tested the material during production and found that it was borderline (low) on the percent passing the 1/4-inch sieve and on the 1/4-inch No. 10 specification requirements. This lack of fines is undoubtedly responsible for the material not meeting the specification requirements when sampled on the roadway. For these reasons it is felt that the contractor should be required to blend additional fines with the stockpiled material (approximately 25,000 tons) prior to incorporation of the material into the work in order to relieve the segregation problem as well as meet the specified gradation requirements.

(more)

One other minor deficiency was noted during the inspection. The "Notice to All Personnel Engaged on Federal-Aid Highway Projects" (FR 304) was not posted as required. This condition was corrected at the time of the inspection.

The State is presently giving consideration to accepting the weight results obtained from the contractor's automatic belt scales as the basis of quantity control and payment of the base aggregate. Comparisons are being made between the weights obtained from both the belt scale and the platform scales. A tabulation of the results as well as the State's recommendations will be covered in a subsequent report.

Form E-206—61

STATE COPY

RECEIVED
AUG 26 1968
OFFICE OF
STATE HIGHWAY ENGINEER

I-405-8(13)302
626-1076

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 25 1968
Title Dist. Engineer
U.S. Bureau of Public Roads

**Project Name** N.W. Johnson-S.W. Montgomery **Date** August 8, 1968

**Highway** Stadium Freeway **Contract No.** 6832

**County** Multnomah **Prefix** 626-1076

**Contractor** Gibbons & Reed Co. **F. A. Project No.** I-405-8(13)302

**Address** P. O. Box 13388, Portland, Oregon 97213 **Order No.** 17

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:**

Construct and install precast slope protectors for light poles at locations designated by the Engineer. Slope protectors are to be constructed as detailed on Metropolitan Division Drawing dated 4-25-68. Eight locations are anticipated at this time. 1-Maximum equipment rental rates allowable as per A.G.C. Agreement. 2-Percentage allowed contractor is in accordance with executed contract for job.

**Location by station numbers:**

Throughout project

NOTED
F. B. KLABOE

**Estimate of quantities and cost:**

| | |
|---|---|
| Labor | $300.00 |
| Equipment | 55.00 |
| Materials | 90.00 |
| Total | $445.00 (including 15%) |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

Moving the poles from 4 feet to 20 feet behind the curb created a number of locations that now require the slope protector. None of the existing bid items cover this work. No work has been done to date.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $ 14,288,750.38 |
| Present estimate of project cost, including $ 445.00 for work under this order | $ 13,919,860.62 |
| Expected under-run amount | $ 368,889.76 |
| Expected under-run per cent | 2.58 |

Agrees to the best of my knowledge with the facts in the case and the amount claimed is fair and reasonable.

**Submitted by:** /s/ J. D. Howard
Resident Engineer

**Approval Recommended:** /s/ Alfred A. Bear
for Bridge Engineer

**Approval Recommended:** /s/ Edward L. Hardt
Division Engineer

**Approved:** /s/ L. H. Young

RECEIVED
AUG 12 1968

UNITED STATES GOVERNMENT

# Memorandum

EI-405-8(13)302 Salem

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: August 5, 1968

In reply refer to: 08-35-DA

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM: for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
Stadium Freeway
Re-Establishing 8-Inch Water Main at SW 14th & Clay Streets

We have your submission dated July 19, 1968 signed by Mr. Litchfield on the re-establishment of an 8-inch line that was moved into an area of close conflict with the contractor's operations. It appears from your letter that the method of handling this conflict was not given enough consideration by the contractor or your own people and we feel there is not sufficient justification to warrant Federal-aid participation in the readjustment.

NOTED
F. B. KLAAS

Young
Morgan
Merchant
8-9-68

RECEIVED
AUG 8 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 5 - 1968

UNITED STATES GOVERNMENT

Memorandum

FI-405-8(13)302

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: July 30, 1968

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe, Assistant State Highway Engineer

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW Johnson - SW Montgomery Section
Inspection-in-Depth Report

3137

Attached is an Inspection-in-Depth Report on Base Course Construction Quality and Quantity Controls. This is the first inspection of a Statewide Inspection-in-Depth series on this subject.

It is requested that the finding be reviewed and this office advised concerning remedial actions taken or contemplated so this deficiency will not be a recurring problem on this work and on future projects.

Enclosure
Inspection-in-Depth Report

orig to Morgan RHD
copy to Young
8-5-68

RECEIVED
AUG 2 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

BUREAU OF PUBLIC ROADS

Region (3 cys) CONSTRUCTION INSPECTION-IN-DEPTH REPORT
Hdqtrs DC File 439 (PPM 20-6.1)

(Check appropriate one) ☒ PART OF STATEWIDE PHASE ☐ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 6 | Oregon | Multnomah | I-405-8(13)302 |

| DATE OF INSPECTION | PHASE(S) INSPECTED | REPORT OR CONTROL NUMBER |
|---|---|---|
| 7/17-18/68 | 3 - Base Course | |

INSPECTION MADE BY
W. N. Bryant, Asst Area Engr
R. A. Schail, Area Engineer

IN COMPANY WITH
E. P. Heinz, Resident Engineer

REPORT PREPARED BY
W. N. Bryant, Asst Area Engr

PROJECT INCLUDES
☐ GRADING AND DRAINAGE ☐ BASE ☐ PAVING ☐ MAJOR STRUCTURES ☒ OTHER (Specify) Signing & Illumination

CONTRACT AMOUNT
$ 12,321,946

CONTRACTOR (Name and address)
Gibbons and Reed
Salt Lake City, Utah

PROJECT STATUS (% comp)
22

LOCATION
In Portland on the new Stadium Freeway from Sta 396+30 near NW. Johnson St. To Sta 457+55 near SW. Montgomery St, and on the Sunset Highway (US 26) between Stas [illegible] and 24+00

REPORT TO INCLUDE: SCOPE OF INSPECTION, SUMMARY OF FINDINGS, RECOMMENDATIONS, AND ACTIONS TAKEN

NW. JOHNSON - SW. MONTGOMERY SECTION
STADIUM FREEWAY AND SUNSET HIGHWAY
Structures, Grading, Paving, Signing, Traffic Signals, and Illumination

A. SCOPE OF INSPECTION

The inspection covered by this report is the first in a Statewide series on Base Course Construction Quality and Quantity Controls. The inspection included an office review of records, inspection of the loading operations, and an inspection of the placement and rolling operations. At the time of the inspection 1 1/2" - 0 plant mix stone base material was being placed between Stas 396+30 and 403+00.

An approved guideline was used with notes recorded in the space provided. This guideline is on file with the Division office copy of this report.

(more)

PREVIOUS EDITIONS MAY BE USED

FINDINGS AND RECOMMENDATIONS

1/ Findings

The quality control of the plant-mix stone base material was found to be inadequate. Areas of severe segregation, apparently due to the use of borderline and/or nonspecification material, were observed on the roadway.

2. Recommendations

It was recommended at the time of the inspection that the material in the badly segregated areas be removed and replaced with acceptable material. It was also recommended that the other areas where minor segregation had occurred be corrected by the blending of fines (1/4" - 0) with the material already in place. The Resident Engineer agreed and the necessary corrective action was initiated immediately.

It is further recommended that steps be taken to make certain that on the remaining portion of the project only material meeting all the specification requirements be incorporated into the work. Likewise, the reasons or reason for the segregation problem should be found and corrected.

C. GENERAL DISCUSSION

The base material is being produced by Portland Building Materials (a supplier) for Cascade Construction Company (a subcontractor). The material is being hauled and placed by McNutt and Sons ( sub-subcontractor). The State periodically sampled and tested the material during production and found that it was borderline (low) on the percent passing the 1/4-inch sieve and on the 1/4-inch No. 10 specification requirements. This lack of fines is undoubtedly responsible for the material not meeting the specification requirements when sampled on the roadway. For these reasons it is felt that the contractor should be required to blend additional fines with the stockpiled material (approximately 25,000 tons) prior to incorporation of the material into the work in order to relieve the segregation problem as well as meet the specified gradation requirements.

(more)

One other minor deficiency was noted during the inspection. The "Notice to All Personnel Engaged on Federal-Aid Highway Projects" (PR 336) was not posted as required. This condition was corrected at the time of the inspection.

The State is presently giving consideration to accepting the weight results obtained from the contractor's automatic belt scales as the basis of quantity control and payment of the base aggregate. Comparisons are being made between the weights obtained from both the belt scale and the platform scales. A tabulation of the results as well as the State's recommendations will be covered in a subsequent report.

RECEIVED
AUG 15 1968
Wash. DC

I-405-8(15)302 Schell, Area Engr

# FINAL REPORT

(PPM 20-6.1)

| REGION NO. | REPORT NO. | COUNTY | DIVISION |
|---|---|---|---|
| 8 | 1150 | Multnomah | Oregon |
| DATE OF REPORT | REPORT MADE BY | | PROJECT NO. |
| 7-29-68 | W. N. Bryant, Asst. Area Engr. | | I-405-8(15)302 |
| COMPLETION DATE | ACCEPTANCE DATE BY CONTRACTING AGENCY | TIME ELAPSED | APPROVED EXTENSION(S) |
| 2-29-68 | 7-17-68 | 100% | None |
| CONTRACT TIME | LOCATION | | |
| 230 days | Along the Stadium Freeway in downtown Portland between SW Montgomery St. and SW Broadway. Sta 450+90 to 477+15. | | |

The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted.

A copy of the State's materials certificate is attached to the Division office copy of this report.

Compliance reviews made indicate that all applicable contract requirements relative to wage rates, payroll submissions, and labor provisions have been met.

There is compliance with Section 1.23 of the Regulations pertaining to encroachment on the right-of-way.

Other remarks:

SW. MONTGOMERY - SW. BROADWAY SECTION
STADIUM FREEWAY
Roadside Improvement

All work including that required during the establishment period was completed on February 29, 1968. The final contract amount was $94,804.10, 9.4 percent below the bid amount of $104,641.35. The final engineering cost is $15,500, approximately 69 percent above the estimated amount of $9,147.30.

CHANGES

There were five price agreements and three extra work orders approved during the life of the contract. These were covered in the Final Construction Inspection Report.

OVERRUNS AND UNDERRUNS

The only major overrun or underrun was on bid item No. 1. This item, Furnishing and Placing Topsoil, underrun 99.8 percent (2300 CY Bid - 48 CY used) due to the use of planting holes and because the existing soil was considered satisfactory to support plant growth.

To Morgan 8-5-68

The project has been completed in substantial conformity with the approved plans and specifications, including authorized changes and extra work.

W. N. Bryant
Ass't Area Engr.

W. N. Bryant
Asst. Area Engineer

Acceptance of the project is recommended.

Original signed by
R. E. Simpson
Division Engineer

R. E. Simpson
Division Engineer

Project Accepted 7-17-68
Date

RECEIVED
AUG 2 1968
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. POTTER

RECEIVED
JUL 17 1968
(1-67)

UNITED STATES GOVERNMENT

# Memorandum

EI-405-8(13)302
66.1

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: July 12, 1968

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
EWO #15
Participation in Damage to Sewer Pipe

We find that the above damages could have been prevented if more care and coordination would have been exercised in the pile placement of wing wall SF I-N. We will participate in this corrective work, but feel the field people should be cautioned about similar circumstances and the necessity of checking between each other to verify where already installed underground utilities are located. Future Federal-aid participation might not be available for similar corrective measures.

7-17-68

REFERRED TO
Jerry Morgan
Asst. State Hwy. Engr.
w/enc.

RECEIVED
JUL 18 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form E-503—6M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Contingent upon mutually satisfactory project agreement if additional funds are required.

Date 6-19-68 Title Dist. Engineer

U.S. Bureau of Public Roads

# Order for Extra Work

**TO BE PERFORMED ON FORCE ACCOUNT BASIS**

**Project Name** N.W. Johnson - S.W. Montgomery **Date** June 25, 19 68

**Highway** Stadium Freeway **Contract No.** 6832

**County** Multnomah **Prefix** 626-1076

**Contractor** Gibbons & Reed Company **F. A. Project No.** I-405-8(13)302

**Address** 6405 N.E. Glisan St., Portland, Oregon 97213 **Order No.** 15

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:**

Remove treated timber piling and repair 18" Concrete Sewer Pipe.

**Location by station numbers:**

Rt. "Sew". 20 + 10 (Northeast corner of S.W. 14th & Alder)

**Estimate of quantities and cost:**

| | |
|---|---|
| Equipment | $175.00 |
| Labor | 175.00 |
| Material | 150.00 |
| | $500.00 (Includes 15%) |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

Wing wall SF1-N from Alder structure extended in field and treated wooden pile was driven through center of 18" concrete sewer pipe on permanent section of sanitary sewer.

This work has been started as per telephone approval on June 25, 1968.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $14,288,750.38 | |
| Present estimate of project cost, including $500.00 for work under this order | $13,910,595.28 | |
| Expected under-run amount | $ 378,155.10 | |
| Expected under-run per cent | 2.65 | |

**Submitted by:** /s/ Roy T. Heinz — Resident Engineer

**Approval Recommended:** /s/ Alfred A. Rear — for Bridge Engineer

**Approval Recommended:** /s/ J. H. Versteeg — Assistant Division Engineer

**Approved:** /s/ L. H. Young

Form E-[illegible]

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
FHWA
Date JUN [illegible] 1968 By [signature]
Title Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name N.W. Johnson-S.W. Montgomery Date June 21, 1968

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Company F. A. Project No. I-405-8(13)302

Address 6405 N.E. Glisan St., Portland, Oregon 97213 Order No. 14

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:**

Furnish and place pit run rock in unstable areas which will be excavated under General Excavation, Item #3.

Maximum equipment rates allowable as per AGC - State agreement.
Percentage allowed contractor is in accordance with executed contract for job.

**Location by station numbers:**

"14th B Off" 410 + 50 to 413 + 10

RECEIVED
JUL 11 1968
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

**Estimate of quantities and cost:**

| | |
|---|---|
| Material | $1,035.00 |
| Equipment | 165.00 |
| Labor | 100.00 |
| (Includes 15% profit) | $1,300.00 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**
No provision was made in original authorization to excavate and backfill unstable areas. No suitable material available on project at this time. Telephone approval received from Salem, 6-21-68.
Work is scheduled to start 6-24-68.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $14,288,750.38 |
| Present estimate of project cost, including $1,300.00 for work under this order | $13,901,604.68 |
| Expected under-run amount | $387,145.70 |
| Expected under-run per cent | 2.71 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ Roy P. Heinz, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear, Ass't. Bridge Engineer

Approval Recommended: /s/ J. H. Versteeg, Ass't. Division Engineer

Approved: /s/ L. H. Young, Engr. 7-11-68

Form E-208—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent upon project agreement, funds are [illegible]

[illegible] J. H. Broadus

Title Dist. Engineer

U.S. Bureau of Public Roads

Project Name N. W. Johnson - S.W. Montgomery Date May 22, 1968

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Company F. A. Project No. I-405-8(13)302

Address P.O. Box 13388 Portland, Oregon 97213 Order No. 13

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Furnish, install, and illuminate signs for temporary ramps to N.W. Johnson & N.W. Irving streets. This includes "END OF FREEWAY" sign with flashing beacons mounted on Yamhill Structure, flashing neon "SLOW" sign mounted on Burnside Structure, control signs mounted on Couch, Everett, & Glisan Structures, and several post mounted signs located on the temporary ramps.

1. Maximum equipment rental rates allowable as per ACG agreement
2. Percentage allowed contractor is in accordance with executed contract for job.

NOTED
E. B. KLABOE

RECEIVED
JUL 1 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Location by station numbers:

"L" 395+00 to "L" 426+00

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $ 4,000 |
| Equipment | 1,500 |
| Materials | 4,000 |
| total | $ 9,500 |

(Including 15%)

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Existing bid items do not provide payment for additional electrical work, mounting of signs, etc. Many of the electrical and sign mounting details are indefinite and will be worked out when the work is done, therefore it can best be accomplished on an extra work basis.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $ 14,288,750.3 |
| Present estimate of project cost, including $ 9,500 for work under this order | $ 13,887,517.6 |
| Expected ~~over-run~~ under-run amount | $ 401,232,7 |
| Expected ~~over-run~~ under-run per cent | 2.80 |

Space to right & this line is for use of Salem Office

Submitted by: /s/ J. D. Howard, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear, asst. Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt, Division Engineer, asst.

Approved: /s/ L. H. Young 7-1-68, Deputy State Highway [illegible]

STATE COPY

Form E-206—6M

RECEIVED
JUL 12 1968
OFFICE OF
STATE HIGHWAY ENGINEER

I 405-8(13)302

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required
MAR 1 1968
Date
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name N.W. Johnson-S.W. Montgomery Date May 22, 1968

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Company F. A. Project No. I-405-8(13)302

Address P. O. Box 13388, Portland, Oregon 97213 Order No. 13

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:** Furnish, install, and illuminate signs for temporary ramps to N.W. Johnson & N.W. Irving streets. This includes "END OF FREEWAY" sign with flashing beacons mounted on Yamhill structure, flashing neon "SLOW" sign mounted on Burnside structure, control signs mounted on Couch, Everett, & Glisan structures, and several post mounted signs located on the temporary ramps.
1 - Maximum equipment rental rates allowable as per AGC agreement
2 - Percentage allowed contractor is in accordance with executed contract for job

NOTED
F. B. KLABOE

**Location by station numbers:**

"L" 395+00 to "L" 426+00

**Estimate of quantities and cost:**

| | |
|---|---|
| Labor | $4,000 |
| Equipment | 1,500 |
| Materials | 4,000 |
| Total (Including 15%) | $9,500 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**
Existing bid items do not provide payment for additional electrical work, mounting of signs, etc.. Many of the electrical and sign mounting details are indefinite and will be worked out when the work is done, therefore it can best be accomplished on an extra work basis.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $14,288,750.38 | |
| Present estimate of project cost, including $9,500 for work under this order | $13,887,517.68 | |
| Expected under-run / over-run amount | $401,232.70 | |
| Expected under-run / over-run per cent | 2.80 | |

Submitted by: /s/ J. D. Howard, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear, Ass't. Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt, Ass't. Division Engineer

Approved: /s/ L. H. Young 7-16-68

RECEIVED
MAY 8 - 1968
FOR FILING
EI-405-8(13)302
1-2

May 7, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Contract 6832
Prefix 626-1076
FAP I-405-8(13)302

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12, covering relocating sewer lines that are in conflict with the construction of cantilever sign support footings on the N.W. Johnson-S.W. Montgomery Section of the Stadium Freeway in Multnomah County.

When the excavation work for the footing of the cantilever sign support at 15th and Everett Streets and the east footing of the "L" sign structure at 13th and Clay Streets started, it was found that sewer lines, that are not shown on the plans, were within the footing limits and in conflict with the permanent structures.

The work involved consists of relocating cast-iron roof, fire hydrant and building drains at the 15th and Everett location and the relocation of an 8-inch concrete sewer at the 13th and Clay location.

This work was tentatively recommended for approval by the BPR Asst. Area Engineer January 9, 1968.

Your approval as of January 9, 1968, is requested

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

F. L. C.

RECEIVED
MAY 1 3 1968

FOR FILE
FI-46-5(7)212
1812

STATUS REPORT

Stadium Freeway
N. W. Johnson - S. W. Montgomery

May 1, 1968

At the present time all structures carrying traffic over the freeway are open with the exception of eastbound Burnside, 14th Avenue and Alder Street, Yamhill Street and Taylor Street.

Eastbound Burnside traffic should be routed over the structure within the next two weeks. It is expected that the structure carrying 14th Avenue and Alder Street over the freeway will be completed in July. The Yamhill Street structure should be ready by the middle of June, and the Taylor Street structure by the first of July. The only other structure still to be completed, the 14th Avenue off-ramp structure which does not carry street traffic, will also be completed by the first of July.

Signing, lighting, and retaining wall construction will proceed throughout the job as the sites become available.

During May it is anticipated that base rock laying on the main-line freeway will begin. This will continue into July at which time laying of concrete paving for the freeway will begin. In the meantime, asphalt paving for ramps and street connections will continue throughout the project.

It is expected that the contractor will meet the completion date of October 10, 1968, for opening the freeway to N. W. Johnson Street.

5-9-68
REFERRED TO
[illegible]
Asst. State Hwy. Engr.

NOTED
B. KLABOE

RECEIVED
MAY 8 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 21 1968

EI-405-8(13)302
6832

April 26, 1968

City of Portland
City Hall
Portland, Oregon

Attention: Mr. Ray Smith
Auditor

MISC. CONTRACTS and
AGREEMENTS No. 3544

4-23-68

Gentlemen:

Attached for your files are two fully executed copies of an agreement for installation of traffic signals at the intersection of S. W. Burnside Street and S. W. 15th Avenue in your city.

We have retained a fully executed copy of this agreement for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
Attachment

cc Mr. F. B. Crandall
(conformed copy)

Form FH-12 (Rev.) APR 29 1968

UNITED STATES GOVERNMENT

# Memorandum

EI-405-8(13)302

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

477 Cottage St. NE. - Salem OR 97301

DATE: April 22, 1968

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
Northwest Johnson - Southwest Montgomery Section
City of Portland, Bureau of Water Works Utility Adjustment
Additional Work

Our June 30, 1966 memorandum approved the subject utility adjustment and authorized you to proceed with the work. Subsequently, additional work at Northwest 14th and Davis was found as necessary to complete the adjustment. We now approve the plans and estimate for this additional work furnished with Mr. Litchfield's letter dated April 10, 1968. Reimbursement on an actual cost basis estimated to be $1,261.73 is approved.

You were verbally authorized to proceed with actual adjustments for the above mentioned additional work effective April 9, 1968. Approval and participation for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1967 and supplements thereto.

NOTED
F. B. KLABOE

4-24-68
Young
Litchfield
Maison

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 24 1968

UNITED STATES GOVERNMENT

FOR PICK

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: April 18, 1968

In reply refer to: 08-35-EC/404

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM: R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
Portland General Electric Utility Adjustment

We are pleased to report that Mr. Swick has concurred in the Federal participation in the costs of relocating the subject utility's substation. This concurrence is given with the understanding that reimbursement is under the combined authorities of PPM 30-4 and PPM 21-4.1, and is not to exceed the pro rata share of (1) $48,025 for the physical relocation and replacement of the substation and (2) $30,092.16 for the acquisition of the utility's land.

R/w payment coded Partic.

You will recall our March 31, 1966 memorandum authorized the acquisition of this substation with the provision that our participation would be determined at a later date. We utilized Mr. Jones' April 24, 1967 report of expenditures, the independent appraisal report by General Appraisal Company of May 8, 1966, and Mr. Carl Smith's review appraisal of February 21, 1968 to assist in making this finding.

3-22-68
REFERRED TO
[illegible] State Hwy. Engr.

RECEIVED
APR 22 1968
OFFICE ENGINEERING

NOTED
F. B. KLABOE

NOTED
R. N CHASE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 29 1968
FOR FILING
EI-405-8(13)302
6432

March 28, 1968

Oregon State Highway Commission

Gentlemen:

An agreement has been executed with the City of Portland for the installation of traffic signals at the intersection of SW Burnside Street and SW 15th Avenue in that city.

This agreement provides that the City will furnish and install the traffic signal controller, maintain the signals after installation, and pay for electrical energy. The State will pay all other costs of the installation. The estimated cost to the State is $8400 and will be charged against the NW Johnson Street-SW Montgomery Street Section of the Stadium Freeway.

We recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

This matter will be on the agenda for your consideration at the April 16 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
V. D. Wolfe
F. B. Crandall
E. S. Hunter
C. H. Maison
J. J. Gix
H. S. Cox
A. E. Johnson
L. W. Rulien

VPJ:njc jes

Form E-206—6M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of PGI-P agreement for additional funds and FHWA approval
MAR 20 1968
Dist. Engineer
U.S. Bureau of Public Roads

Project Name N.W. Johnson-S.W. Montgomery Date March 13, 1968

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbens & Reed Co. F. A. Project No. I-405-8(13)302

Address P. O. Box 13388, Portland, Oregon 97213 Order No. 11

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Correct expansion assemblies on spans SF-1 and SF-2 so top and bottom bearing plates are in proper alignment. This is to be done by removing the top bearing plate from girder, welding it to a shim beveled to the grade of the beam and welding the shim and bearing plate back to the girder. Nine beams will require this work. On span SF-3 reset masonry plates so they parallel the top plates of the expansion assemblies.

1. Maximum equipment rates allowable as per AGC agreement.
2. Percentage allowed contractor is in accordance with executed contract for the job.

NOTED
F. B. KLABOE

Location by station numbers:

S.W. 14th Ave. and Alder, Bridge No. 9282

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $1,700.00 |
| Equipment Rental | 400.00 |
| Materials | 600.00 |
| Total (including 15%) | $2,700.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The grade on 14th Ave. (approx. 6% on SF-1 and 4% on SF-2) is not taken into consideration in the expansion assembly details shown on drwg. 21872. Contract bid items do not cover any of this work, so it must be done on an extra work basis.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $ 14,288,750.38 |
| Present estimate of project cost, including $2,700.00 for work under this order | $ 13,746,337.79 |
| Expected under-run amount | $ 542,412.59 |
| Expected under-run per cent | 4 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. D. Howard, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear for Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt

Approved: /s/ L. H. Young

FORM 6-[illegible]

RECEIVED

COMMISSIONERS
GLENN C. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

EI-405-8(13)302

1 6 x 2

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan
Portland 97213

March 5, 1968

Mr. Adrian Toolson
Gibbons and Reed Company
6405 N. E. Glisan Street
Portland, Oregon 97213

Re: N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract 6832

Dear Mr. Toolson:

At our conference meeting of February 27, 1968, you indicated that we had restricted your operations since last summer when we issued orders to haul all excavation material from the subject project to Canyon Road. You also indicated that your operations have also been affected by the construction of the temporary route via the "SC" line and S. W. 18th Avenue, and that any cutting of 18th Avenue to construct the rigid frame structure would also affect your operations.

As I indicated at our meeting, it would be our desire to proceed as soon as possible with a determination of any extra costs involved, if any, and would request that you present these to us for negotiations on the subject as soon as possible.

Very truly yours,

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

NOTED
TOM EDWARDS

AEJ:rb

cc: Tom Edwards
F. E. Klaboe
F. D. Morgan
I. D. Merchant

RECEIVED
MAR - 6 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 1 - 1968
FORM E-20X—SOM—7-66

FOR FILING
EI-405-8(13)302
6832
6122

OP°23811-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1, 1968

To: MEMORANDUM TO THE FILES

SUBJECT: N.W. Johnson-S.W. Montgomery Section
Stadium Freeway
Contract 6832

Westbound Vista Ridge Tunnel
Contract 7122

The contract for the Johnson Street-Montgomery Street Section of the Stadium Freeway permits the contractor to haul material through the Eastbound Tunnel to locations West of the said Tunnel. To date, the contractor has not availed himself of this privilege and no material has been hauled through the Eastbound Tunnel.

The Tunnel contract, No. 7122, requires that the 18th Street rigid frame be started and completed as one of the earliest items of that project. This is in order to complete the Eastbound Tunnel so that traffic can be using it by the proposed contract date. Upon the start of construction on the 18th Street rigid frame, the contractor on the Stadium Freeway will be prohibited from hauling through the Tunnel because of the slot cut through the subgrade for the structure construction.

Mr. A. E. Johnson is directed to contact the contractor, Gibbons and Reed, and work out the details with costs for this change in specifications.

Needless to say, the area engineer for the Bureau of Public Roads should be advised and concur in any price negotiations on this subject.

The meeting with the contractor should be made at the earliest possible time, as he was notified by letter of February 28 that he would not be permitted to haul through the Eastbound Tunnel after March 1.

Ivan D. Merchant
Bridge Engineer

NOTED
TOM EDWARDS

IDM:jr

cc: Tom Edwards
F. B. Klaboe
A. E. Johnson

RECEIVED
MAR - 1 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 4 - 1968
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND

Fred W. Hill, Member
Helix
EI-405-8(13)302
6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 N. E. Glisan
Portland 97213

February 28, 1968

Gibbons & Reed Company
6405 N. W. Glisan
Portland, Oregon 97213

re: N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

Gentlemen:

As indicated to you yesterday in a meeting in Mr. Heinz' office, we find it necessary to allow the tunnel contractor to proceed with his work in S. W. 18th Avenue.

Effective March 1, 1968, the roadbed at this point will be turned over to the tunnel contractor and severance of the fill will effectivaly block any major use of the eastbound tunnel.

Very truly yours,

A. E. Johnson
Metropolitan Engineer

By
ORIGINAL SIGNED BY A. V. BENEDICT

A. V. Benedict
Assistant Metropolitan Engineer

AVBish

bcc Tom Edwards
F. B. Klaboe
Ivan D. Merchant
F. D. Morgan
Roy Heinz
William Ikola

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

RECEIVED
FEB 29 1968
OFFICE OF
METROPOLITAN ENGINEER

RECEIVED
MAR 1 - 1968
FORM 8-30 SOM 10-65
FOR FILING

FI-405-(13)302
6832

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
February 27, 1968

To: Memo to the File

SUBJECT: N. W. Johnson-S. W. Montgomery Section
Stadium Freeway
Contract: 6832

At 2:00 p.m. this date a meeting was held with the contractor's staff, with the following people in attendance:

| | |
|---|---|
| A. E. Johnson | Highway Department |
| A. V. Benedict | Highway Department |
| E. L. Hardt | Highway Department |
| Roy Heinz | Highway Department |
| Jim McClure | Highway Department |
| M. W. Stovall | Highway Department |
| Adrian Toolson | Gibbons & Reed |
| Bob Westerlund | Gibbons & Reed |
| Jim Nelson | Gibbons & Reed |
| Bob Kjelmyr | Gibbons & Reed |

The purpose of this meeting was to discuss with the contractor operations in connection with the contract for the westbound tunnel and the completion of the eastbound tunnel.

On inquiry from us, Mr. Toolson indicated he still planned to use the tunnel for hauling purposes and for other construction operations. It was indicated that in order to progress satisfactorily on tunnel construction, it would be necessary in the near future to cut through the fill at S. W. 18th Avenue and construct the rigid frame structure. Mr. Toolson indicated that this would affect his operations, and also stated we had already affected his operations by the construction of the temporary route via the "SC" line and S. W. 18th Avenue. It was noted that according to the contract, the tunnel was indicated to be available on September 30, and it was actually made available to the contractor on November 30.

Mr. Toolson also indicated that we had, in effect, restricted his operations since last summer when we issued orders to haul all material to Canyon Road, which restricted his excavating operations to only those days on which he could deposit west of the tunnels.

He also stated that our change of design of the wall west of the tunnel had handicapped his operations, but it was pointed out that earlier in the season there was not sufficient fill on which to construct the wall and his people had indicated they were not ready to construct the wall. The wall has been staked and is ready to be constructed at anytime.

Mr. Toolson inquired as to the possibility of constructing concrete wall sections in the median in lieu of standard guard rail, and I advised him we would attempt to have an answer for him in the near future.

He also inquired as to how we would propose to handle such matters as the above-mentioned restrictions in hauling, change due to temporary route, et cetera, and I advised him that if, in his opinion, we have affected his contract, it would be appreciated if any information he would wish to present could be done before the termination of the contract in order that it could be considered prior to finaling out the job, in an attempt to avoid any claims. He agreed that he would submit anything he had as soon as it could be determined.

At this time, it is proposed that we notify the contractor that we will take over the area of S. W. 18th Avenue in order that their tunnel contractor can proceed with the rigid frame structure. This will be cleared with the Salem office prior to release of a letter.

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:sh

cc Tom Edwards
F. B. Klaboe
Ivan D. Merchant
F. D. Morgan
Roy Heinz

NOTED TOM EDWARDS

RECEIVED
MAR - 1 1968
OFFICE OF
STATE HIGHWAY ENGINEER

# Memorandum

EI-405-8(13)302

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 6, 1968

In reply refer to: 08-35.DA-4

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-405-8(13)302
N.W. Johnson-S.W. Montgomery Stadium Freeway
State Force Order No. 13
Total estimated amount of the Order: $13,000.00
Federal participation: $6,045.00

Reference is made to your letter dated February 1, 1968 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State and City have trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work.

Reimbursement is to be made on an actual cost basis. A signed copy of the order is returned herewith.

Attachment

NOTED
F. B. KLAUS

REFERRED TO
Young Wiene.
Asst. State Hwy. Engr.
2-8-68

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-106—8M

2

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date DEC 10 1967 GI-P
Title Dist. Engineer
U.S. Bureau of Public Roads

Order No. .....

Project Name N.W. Johnson–S.W. Montgomery Date January 19, 1968

Highway Stadium Freeway Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 276

**Description of Work To Be Done:**

Furnish material for traffic signals at four (4) intersections located at 16th and 18th at Irving and Johnson streets.

**Oregon Division Endorsement**

4 Signals

**Public Roads participation in Temporary signs is limited to city street intersection with the freeway ramps at 16th and Irving and 16th and Johnson. See letter dated 12/18/67.**

**Location by Station Numbers:**
Intersection 16th & Irving.
Intersection 18th & Irving.
Intersection 16th & Johnson.
Intersection 18th & Johnson.

**Estimate of Quantities and Costs:**

| | |
|---|---|
| Labor . . . . . | $ 500.00 |
| Materials . . . . . | 12,500.00 |
| TOTAL . . . | $13,000.00 (Estimated Cost) |

H. A. Schell
H. A. Schell, Area Engineer

**Explanation:**
Paragraph 5B of City-State agreement (September 22, 1967) calls for State to furnish material for signals City of Portland will install material. Work is necessary for handling of traffic from Stadium Freeway Connections to Irving and Johnson. After completion of the Fremont Interchange, material covered by this order will be salvaged and become property

(See over)

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization . . . . . | $14,288,750.38 |
| Present estimate of project cost, including $13,000.00 for work under this order | $13,826,493.19 |
| Expected under-run (amount) . . . . . | $ 462,257.19 |
| Expected under-run (per cent) . . . . . | 3 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. D. Howard
Resident Engineer

Approval Recommended: /s/ Alfred A. Rear
for Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt
Division Engineer

Approved: /s/ L. H. Young

of State. On removal BPR will be given credit for salvageable materials removed. Salvage value to be determined by joint appraisal by BPR and Highway Dept. personnel.

RECEIVED
FEB 2 - 1968

FOR FILE...
EI-405-1(13)302
6832

February 1, 1968

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

6319

Re: Oregon Project I-405-0(13)302
Sunset Interchange-
Stadium Freeway
Temporary Sign and
Signal Installation

Your File: 00-35-DA

Dear Sir:

This will acknowledge receipt of your memo of January 16 on the above project.

We will proceed with this work, taking note of the exceptions outlined in your memo.

Very truly yours,

Forrest Cooper
State Highway Engineer

ORIGINAL SIGNED BY
By E. B. KLABOE for

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
E. B. Crandall
Ivan Merchant
L. H. Young
A. E. Johnson

VPJ:ji ja

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

*Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: January 16, 1968

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
Sunset Interchange - Stadium Freeway
Temporary Sign and Signal Installation

RECEIVED
JAN 19
TRAFFIC ENGINEERING

We have reviewed the plans submitted with Mr. Edwards' December 15, 1967 letter covering proposed sign, signal and barricade additions and revisions for the temporary connection of the Stadium Freeway to US 26 via 18th Avenue. We have also reviewed the plans for the proposed revisions in signing on the section of the Stadium Freeway between the 6th Avenue on-ramp and the 12th Avenue off-ramp. The proposed additions and revisions are approved for Federal participation with the following exceptions:

1. The installation of barricades along the "C" line between 13th Avenue and Station "C"-19+00. It is felt the "C" line should be barricaded at 13th Avenue with the westbound traffic on Clay Street detoured to Jefferson Street via 12th Avenue.

2. The installation of temporary barricades along the "NC" line between Stations 10 and 15. With the elimination of traffic on the "C" line barricades within this area would not be necessary.

3. The proposed work on 18th Avenue, including the intersections of 18th at Columbia and Jefferson Streets, northerly of Market Street is not eligible for participation with Interstate funds.

4. The introduction of the destination, "ZOO-OMSI", on overhead sign 85. In accordance with the AASHO Manual for Signing and Pavement Markings of the National System of Interstate and Defense Highways this gore sign should only repeat the destination information previously displayed on sign "X" and not introduce new copy.

(more)

NOTED
JOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

5. The use of Highway 30 route shield on signs "M", "X" and "85". Until the Stadium Freeway is completed and opened northward to the Irving-Johnson Street connection perhaps a plywood overlay with Highway 30 route shield should be considered.

6. Additional striping or restriping of areas previously completed under Federal-aid projects.

Form E-[illegible]

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

EI-405-2(13)302

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project as to Federal participation
Date FEB 1 1968
[illegible] Div. Engineer
U.S. Bureau of Public Roads

**Project Name** N.W. Johnson-S.W. Montgomery **Date** January 19, 1968

**Highway** Stadium Freeway **Contract No.** 6832

**County** Multnomah **Prefix** 626-1076

**Contractor** Gibbons & Reed Co. **F. A. Project No.** I-405-8(13)302

**Address** 6405 N.E. Glisan, Portland 97213 **Order No.** 9

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:**

Remove silt and mud from S.W. Market Street between S.W. 16th and S.W. 18th Avenues. This work to be performed, as necessary, after heavy rains have eroded fill slopes for 18th Avenue connection. Restore slopes before mulching and seeding.

1. Maximum equipment rental rates allowable as per AGC-State agreement.
2. Percentage allowed contractor is in accordance with executed contract for job.

**Location by station numbers:**

Rt. "NC" 22+50 to Rt. 18th Ave. Conn. 25+00

NOTED
F. B. KLABOE

**Estimate of quantities and cost:**

| | |
|---|---|
| Labor | $ 700.00 |
| Equipment | 750.00 |
| Total | $1,450.00 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

This fill was built on PA 13 to allow usage of the "SC" structure and the "NC" line to route traffic to Canyon Road prior to the opening of the tunnels. Cost for cleanup of erosion from these slopes was not provided for in the PA. Part of this work has been done.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $14,288,750.38 |
| Present estimate of project cost, including $1,450.00 for work under this order | $13,801,443.19 |
| Expected under-run amount | $ 487,307.19 |
| Expected under-run per cent | 3 |

Space to right of this line is for use of Salem Office

**Submitted by:** /s/ Roy T. Heinz
Roy T. Heinz, Resident Engineer

**Approval Recommended:** /s/ Alfred A. Rear
Bridge Engineer

**Approval Recommended:** /s/ A. V. Benedict
Asst. Division Engineer

**Approved:** /s/ L. H. Young

UNITED STATES GOVERNMENT

Memorandum

EI-405-8(13)302
68 TO 2

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

477 Cottage St. NE. - Salem OR 97301
DATE: January 9, 1968
In reply refer to: 08-35.6/439

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe, Assistant State Highway Engineer

cc Edwards 1-12-68

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Statewide Inspection-in-Depth Summary No. 35-67-EID(10-S)26
Structural Concrete Operations

Through the months of October and November 1967 we conducted a series of inspections-in-depth of Structural Concrete Operations on the following projects:

I-80N-2(34)38, Bonneville - Hood River Co. Line Section
I-80N-5(28)187, Stanfield Junction - Pendleton Section
I-105-4(113)197, Willamette River Bridge Section
I-405-8(13)302, NW. Johnson - SW. Montgomery Section

Each individual project inspection report was furnished to you with a request that you indicate proposed action to correct the problems noted on that project. We have now received your replies for the individual projects and are generally satisfied with them.

The purpose of this summary report is to bring to your attention any problems which we found to occur on a Statewide basis. This inspection-in-depth series revealed only one significant Statewide problem. It was the control of entrained air, and it was reported as a finding in the last project inspection-in-depth report. Your letter of December 22, 1967 stated that the matter of air entrainment uniformity needed study by the Central Laboratory and your letter of January 5, 1968 transmitted a January 3 memorandum from Mr. Oscar White commenting on the variables which influence the control of entrained air.

We agree with Mr. White's comments, especially regarding the need for close attention by the concrete inspectors. We believe, however, that improvement of concrete inspection will not entirely solve the problem. Engineers on several projects have tightened their inspection and also made alterations in construction procedure in an attempt to improve entrained air control. They have not always been successful. The problem appears to be caused by inconsistent cement quality, poor initial mixing procedure, inadequate or overlong mixing, or some other reason. Because this problem appears to be beyond the

1-12-68 mtg with Woodland White Yourtee

(more)

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JAN 12 1968
OFFICE OF

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experience of the field engineer, we suggest that it may be appropriate for the Central Laboratory to study these entrained air variabilities, especially on some of the more troublesome projects. The purpose of such a study would be to determine if the problem is with poor inspection, poor mixing, or from some less obvious source. Such a study could be patterned after the research project described most recently in a January 2, 1968 Circular Memorandum entitled Central Plant Concrete Mixer Peformance Capabilities. In any event we believe that it would be beneficial to distribute guidelines to the field engineers, such as Mr. White's memorandum, to aid them in their inspection. We also suggest that you consider the use of the Chace Air Meter to augment your air testing program.

The other findings noted on the project inspection-in-depth reports generally concerned themselves only with the project in question. We feel that in many cases the deficiencies were only oversights by the field engineer and they were noted in the interest of improving overall quality control. It is interesting to note that many of these same items were also reported just previously by Messrs. Smith and Kaericher of our Washington office. We believe your January 2, 1968 comments on that report are timely and that the indicated actions should improve concrete quality control.

We hope that time will be allotted at your winter Resident Engineer meetings to go over the comments contained in these reports to emphasize the point that although concrete control is fairly routine, it must be maintained at a high level to insure a quality product.

RECEIVED
JAN 8 - 1968
For Filing
EI-465-K(13) 302
6832

January 5, 1968

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Attention Mr. Gordon Brooks

Dear Sir:

Re: Comments on Air Entrainment Uniformity as requested in the N. W. Johnson-S. W. Montgomery Inspection-in-Depth Report

Recently in replying to your findings on the Inspection-in-Depth Report regarding Structural Concrete Operations on the N. W. Johnson-S. W. Montgomery Section, we indicated that we desired to contact our Materials Division people and obtain their views and experience regarding nonuniformity of air entrainment in concrete prior to commenting.

Attached is a copy of a letter from O. A. White, Materials Engineer, in which he comments on the causes of variance in air entrainment. The last paragraph appears to be the key to uniformity of the amount and control of air entrained in the concrete. Close surveillance by our Inspectors on this item will be discussed at our Engineer-Inspector workshops which will soon be under way.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Attachment

cc: Forrest Cooper
R. L. Porter
Lloyd P. Shaw
F. D. Morgan
L. H. Young
O. A. White

JHW:fw srb

RECEIVED
FORM E-30 SOH 10-65
JAN 8 - 1968

EI-463-8(13)
6 1 2 4

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3, 1968

SUBJECT: Air Entrainment Uniformity

To:
Frank Morgan
Construction Engineer
Office

REF: Comments Dated Dec. 21, 1967 on Inspection In Depth Report of N. W. Johnson-S. W. Montgomery Section Structural Concrete Operations.

As indicated in referenced comments, variations in air content are caused by various material characteristics and proportions. In addition, and possibly more effective, are variations in mixer action.

The production for The Dalles By Pass is an example. The central mix plant production was augmented by ready mix trucks for which proportioning was done at a commercial ready mix plant. The same materials and the same mix design were used in both instances. In order to obtain 3% air in the concrete from the project mixing plant an admixture had to be added, whereas the ready mix trucks produced up to 6% air with use of the type A cement only.

These causes of air content variation, although as yet impossible to predict, are in general constant for any given aggregates, cement, admixture, water content, and mixer. A change in any of these items will probably result in a change in air content. A change in cement from one bin to another, the same type produced by the same mill, on the Lime-Malheur County Line Project required a different quantity of the same admixture to produce the required air. Permanent or commercial plants should have sufficient experience to know the corrections in admixture necessary to obtain the desired air content. Necessary corrections for on-the-project plants should be obtained the first few hours of operation.

Temperature variations do contribute to air content flucuations but, except for extreme temperature change, the air content variation will be minor.

Other causes of air content variation fall in the carelessness or lack of quality control catagory. Vinsol resin mixtures will settle unless continuously agitated resulting in a variation in concentration. The operator frequently uses a can to measure the quantity of admixture without concern about the degree of fullness or whether the can has been distorted.

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JAN 4 - 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Further, at times the Inspector has not used the required care in using the air meter. I have seen meters with water in the air chamber. Calibration of the meter is based on a constant and definite air volume in the chamber and tubes. Cement mortar or water in these parts makes the meter useless. There is no intent to infer that meter abuse occured on the referenced project. It is intended to state that misused meters have been seen on our projects.

Satisfactory air contents can be obtained as is evidenced on analysis of the results of tests on concrete for the Lime-Malheur County Line project. There were 115 air content tests. The average is 3.75% with a standard deviation of 0.6%. These figures include the low values obtained on the first days production but not those obtained when no agent was added for the TK-18 experimental section.

Uniformity of air content is not a happenstance. It requires close surveilance by the Inspector and it demands uniformity in all phases of concrete production.

O. A. WHITE
Engineer of Materials & Research

OAW:go

FORM E-20 50M 12-63 84676

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 21, 1967

SUBJECT: Variations in Air Entrainment Amounts as shown by Field Tests

To:

Mr. O. A. White
Engineer of Materials
LABORATORY

Attached find a Bureau of Public Roads' Inspection-in-Depth Report and our reply.

As per our remarks concerning variations in air entrainment you will note that we have not given any concrete answers but advise the Bureau of Public Roads that we believe further study of the problem is in order and that we need help from your department.

Will you please give this some study and advise us what can and should be done to correct our present procedures or methods in order to predict and maintain desired air in the concrete.

F. D. Morgan
Construction Engineer

By John H. Walker
Assistant Construction Engineer

JHW:fw
Attach.
cc F. B. Klaboe

RECEIVED
DEC 22 1967
MATERIALS DIVISION

ROUGH DRAFT Assignment No. 2126-FBK

December 21, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Re: Inspection in Depth Report
Structural Concrete Operations on
N.W. Johnson-S.W. Montgomery Section
Oregon Project I-405-8(13)302

Dear Sir:

The Inspection-in-Depth Report regarding Structural Concrete Operations on Oregon Project I-405-8(13)302 has been reviewed. Following, please find our comments as requested.

Finding No. 1 - The amount of entrained air was subject to wide variations.

Finding No. 2 - The concrete was premixed for a period of 20 to 22 seconds instead of the 30 seconds required by the specifications.

Regarding Finding No. 2, it is a matter of seeing that our inspectors require the contractors to perform according to the specifications. This matter will be brought before our field personnel in charge of these operations at our winters workshop classes. Instructions will be issued to enforce these specifications.

As for Finding No. 1, it is agreed that the matter of air entrainment variance needs additional study. Indications at the present time point out that variance in air entrainment as shown by the testing may be attributed to a number of different things such as mixing time, variations in water content and the aggregates themselves may be a factor. In this matter, we need the advice and attention of our Central Laboratory. We therefore are unable to supply you with an answer until further study on this problem has been completed.

Very truly yours,

JHW:fw

cc F. D. Morgan

m FH-121 (4-67)

UNITED STATES GOVERNMENT

*Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: December 6, 1967

In reply refer to: 08-35.3

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. Klaboe, Assistant State Highway Engineer

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
Inspection-in-Depth Report No. 36-67-EID(10)25

Attached is an Inspection-in-Depth Report on Structural Concrete Operations. This is the fourth and final project inspection of a Statewide inspection-in-depth series on this subject.

It is requested that findings nos. 1 and 2 be reviewed and this office advised concerning remedial actions taken or contemplated so this deficiency will not be a recurring problem on future projects.

Enclosure
Report

Copies to Morgan - R&D
Copy to Young -
12-8-67

RECEIVED
DEC 8 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Routing

| | |
|---|---|
| Morgan | Pass |
| Decker | Morelock |
| Bond | Trout |
| Barbee | Scott |
| Walker | Wills |
| Glenn | Litchfield |
| Swan | Olson |

RECEIVED
DEC 11 1967
CONSTRUCTION
DIVISION

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

I-405-3(13)362

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(PPM 20-6.1)

(Check appropriate one) ☒ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Multnomah | I-405-3(13)362 |

| DATE OF INSPECTION | PHASE(S) INSPECTED |
|---|---|
| 11-20-67 | Structural Concrete Operations (Phase 10) |

| INSPECTION MADE BY | IN COMPANY WITH |
|---|---|
| R. W. Pillsbury, Bridge Engr<br>F. A. Schell, Area Engr | John Howard, Res Br Engr, OSHD |

REPORT PREPARED BY
R. W. Pillsbury, Bridge Engineer, and F. A. Schell, Area Engineer

PROJECT INCLUDES
☐ GRADING AND DRAINAGE ☐ BASE ☐ PAVING ☐ MAJOR STRUCTURES ☐ OTHER (Specify) Illumination Signing, Traffic Signals

| CONTRACTOR (Name and address) | CONTRACT AMOUNT |
|---|---|
| Gibbons and Reed<br>Salt Lake City, Utah | $ 12,221,484.00 |
| | PROJECT STATUS (% comp.) 50 |

LOCATION
In Portland on the new Stadium Freeway from Sta 396+30 near NW. Johnson St. to Sta 457+05 near SW. Montgomery St., and on Sunset Highway (US 26) between Stas 69+00 and 74+00

REPORT FORMAT: (1) SUMMARY OF FINDINGS: (2) RECOMMENDATION (INCLUDING NEEDED FOLLOWUP ACTION); (3) DETAILED REPORT OF INSPECTION.

(Part of a Statewide Inspection-in-Depth Series)

NW. JOHNSON - SW. MONTGOMERY SECTION
STADIUM FREEWAY AND SUNSET HIGHWAY
Structures, Grading, Paving, Signing, Traffic Signals, and Illumination

A. SCOPE OF INSPECTION:

The inspection covered by this report is the fourth and final inspection in a Statewide series on Structural Concrete Operations. This inspection included an office review of records, inspection of the concrete batching operation, and placement of the concrete at the project. The concrete pour in progress was the sidewalk of the Salmon Street Overcrossing Structure.

This inspection followed a prepared outline which was completed and is attached to the Division file copy of this report.

B. FINDINGS AND RECOMMENDATIONS:

1. Finding

That the amount of entrained air was subject to large variations ranging from 2 1/2% to 6%.

(more)

EDITION OF (5-64) IS USABLE

Recommendation

That steps be taken to find the reason for the large fluctuations in air content and then procedures be changed to produce a more uniform value.

2. Finding

That the concrete was premixed for a period of 20 - 22 seconds at the batch plant before discharging into ready-mix trucks.

Recommendation

That the mixing time of 30 seconds required in the Standard Specifications be followed.

C. GENERAL DISCUSSION:

The variation in the amount of entrained air in the concrete appears to be a problem that needs additional study. Test reports recording the air content indicated a range of 2 1/2% to 6% entrained air on the various pours made to date. Successive loads had entrained air variations as high as 3%. Air content of the fresh concrete measured with an air pressure meter has varied from "more" to "less" than the computed theoretical value. Since all material on this project is automatically batched, it appears that the only possible factor influencing the air could be the mixing time or the improper addition of air entrainment compound into the mix. If the problem still is evident after following the 30-second mixing period, it is recommended that the entrainment compound be added throughout the water cycle or placed in a water solution and added throughout the water cycle.

RECEIVED
JAN 5 - 1968
FOR FILING

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
470 Cottage St. NE. - Salem OR 97301

DATE: January 2, 1968

In reply refer to: 08-35-DA

I-405-8(13)302

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
Stadium Freeway
Extra Work Order No. 8

Approval is given on the above order for the transition sections on the "SC" line on either end of the structure.

Federal participation, however, cannot be extended for the gore work at "SC" Stations 1+60 and 5+00 as described in the order. It will be necessary for you to subtract this nonparticipating work.

1-5-68
Young

NOTED
F.B. KLABOE

RECEIVED
JAN 4 - 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 22 1967
FOR FILING

EI-405-8(13)302
6832
2126

December 22, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Inspection-in-Depth Report, Structural Concrete Operations on N. W. Johnson-S. W. Montgomery Section, Oregon
Project I-405-8(13)302

The Inspection-in-Depth Report regarding Structural Concrete Operations on Oregon Project I-405-8(13)302 has been reviewed. The following are our comments as requested.

Finding No. 1- The amount of entrained air was subject to wide variations.

It is agreed that the matter of air entrainment variance needs additional study. Indications at the present time point out that variance in air entrainment as shown by the testing may be attributed to a number of different things such as mixing time, variations in water content and the aggregates themselves may be a factor. In this matter, we need the advice and attention of our Central Laboratory. We therefore are unable to supply you with an answer until further study on this problem has been completed.

Finding No. 2- The concrete was premixed for a period of 20 to 22 seconds instead of the 30 seconds required by the specifications.

This is a matter of seeing that our inspectors require the contractors to perform according to the specifications. This matter will be brought before our field personnel in charge of these operations at our winter's workshop classes. Instructions will be issued to enforce these specifications.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
A. E. Johnson - Enc.

JHW:fw srb

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: December 6, 1967

In reply refer to: 08-35.3

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. Klaboe, Assistant State Highway Engineer

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
Inspection-in-Depth Report No. 36-67-EID(10)25

Attached is an Inspection-in-Depth Report on Structural Concrete Operations. This is the fourth and final project inspection of a Statewide inspection-in-depth series on this subject.

It is requested that findings nos. 1 and 2 be reviewed and this office advised concerning remedial actions taken or contemplated so this deficiency will not be a recurring problem on future projects.

Enclosure
Report

Chas Morgan. Alw
Copy to Young
12-8-67

RECEIVED
DEC 8 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Routing

| | |
|---|---|
| Morgan | Morelock |
| Decker | Trout |
| Bond | Scott |
| Barbee | Wills |
| Walker | Litchfield |
| Glenn | Olson |
| Swan | |

RECEIVED
DEC 11 1967
CONSTRUCTION
DIVISION

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

#35-67-R9(10)25

FORM PR-33D (REV. 10-68) [illegible](Kliber)
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Hash DC thru Region
File 439 Admin Mgr

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(PPM 20-6.1)

re

(Check appropriate one) ☒ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Multnomah | I-405-8(13)302 |

| DATE OF INSPECTION | PHASE(S) INSPECTED |
|---|---|
| 11-20-67 | Structural Concrete Operations (Phase 10) |

| INSPECTION MADE BY | IN COMPANY WITH |
|---|---|
| R. W. Pillsbury, Bridge Engr<br>H. A. Schell, Area Engr | John Howard, Res Br Engr, OSHD |

REPORT PREPARED BY
R. W. Pillsbury, Bridge Engineer, and H. A. Schell, Area Engineer

PROJECT INCLUDES
☒ GRADING AND DRAINAGE ☒ BASE ☒ PAVING ☐ MAJOR STRUCTURES ☒ OTHER (Specify) Illumination Signing, Traffic Signals

| CONTRACTOR (Name and address) | CONTRACT AMOUNT |
|---|---|
| Gibbons and Reed<br>Salt Lake City, Utah | $ 12,321,806.00 |
| | PROJECT STATUS (% comp.)<br>90 |

LOCATION
In Portland on the new Stadium Freeway from Sta 396+30 near NW. Johnson St. to Sta 457+95 near SW. Montgomery St., and on Sunset Highway (US 26) between Sta 49+00 and 74+00

REPORT FORMAT: (1) SUMMARY OF FINDINGS: (2) RECOMMENDATION (INCLUDING NEEDED FOLLOWUP ACTION); (3) DETAILED REPORT OF INSPECTION.

(Part of a Statewide Inspection-in-Depth Series)

**NW. JOHNSON - SW. MONTGOMERY SECTION**
**STADIUM FREEWAY AND SUNSET HIGHWAYS**
**Structures, Grading, Paving, Signing, Traffic Signals, and Illumination**

A. SCOPE OF INSPECTION:

The inspection covered by this report is the fourth and final inspection in a Statewide series on Structural Concrete Operations. This inspection included an office review of records, inspection of the concrete batching operation, and placement of the concrete at the project. The concrete pour in progress was the sidewalk of the Salmon Street Overcrossing Structure.

This inspection followed a prepared outline which was completed and is attached to the Division file copy of this report.

B. FINDINGS AND RECOMMENDATIONS:

1. Finding

That the amount of entrained air was subject to large variations ranging from 2 1/2% to 6%.

(more)

EDITION OF (5-64) IS USABLE

Recommendation

That steps be taken to find the reason for the large fluctuations in air content and these procedures be changed to produce a more uniform value.

2. Finding

That the concrete was premixed for a period of 20 - 22 seconds at the batch plant before discharging into ready-mix trucks.

Recommendation

That the mixing time of 30 seconds required in the Standard Specifications be followed.

C. GENERAL DISCUSSION:

The variation in the amount of entrained air in the concrete appears to be a problem that needs additional study. Test reports recording the air content indicated a range of 2 1/2% to 6% entrained air on the various pours made to date. Successive loads had entrained air variations as high as 3%. Air content of the fresh concrete measured with an air pressure meter has varied from "more" to "less" than the computed theoretical value. Since all material on this project is automatically batched, it appears that the only possible factor influencing the air could be the mixing time or the improper addition of air entrainment compound into the mix. If the problem still is evident after following the 30-second mixing period, it is recommended that the entrainment compound be added throughout the water cycle or placed in a water solution and added throughout the water cycle.

RECEIVED
DEC 20 1967
OFFICE OF
STATE HIGHWAY ENGINEER

UNITED STATES GOVERNMENT

# Memorandum

EI-405-8(13)302

Edwards
Keator
12-21

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301
DATE: December 19, 1967
In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : G. R. Brooks, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302, NW. Johnson - SW. Montgomery Section
Stadium Freeway
Signing
(Mr. Edwards' letter of November 27, 1967)

We approve of the signing layout outlined in your submission and Federal aid participation will be extended for all signs proposed except 65 and 56. This is in accordance with our regulations of participation for all signs at ramp terminals and in an area where we have physically disrupted the existing street by our construction.

Copy Swan Merchant
Bud Monroe
12-21-67
L N Young
12-26-67

NOTED
TOM EDWARDS

RECEIVED
DEC 20 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 26 1967

UNITED STATES GOVERNMENT

FORM *Memorandum*

Edwards
file

FI-405-8(13)302

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR97301

DATE: December 18, 1967

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : G. R. Brooks, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302, NW. Johnson - SW. Montgomery Section
Stadium Freeway
Temporary and Permanent Signals
(Mr. Edwards' letter of November 28, 1967)

We will approve Federal participation in signals at the temporary "touch down" point at 16th and Irving and 16th and Johnson on the above section of the Stadium Freeway. We will also approve Federal participation in the permanent signal at 15th and Burnside Street. The alteration in the street pattern has prompted this addition. Proper salvage credit should be given to any material usable after the temporary installation is removed.

Copy Dean Movement
Bud George
12-21-67
L W. Young
12-26-67

NOTED
TOM EDWARDS

RECEIVED
DEC 20 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 15 1967
EI-405-8(13) 3.2
1932

December 15, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

There are attached plans showing temporary sign and signal installations in the vicinity of the Sunset Interchange on the Stadium Freeway. One plan shows additions and revisions that must be made to the signs, signals and barricades to implement the temporary connection from the Stadium Freeway to US26 via 18th Avenue. It is planned that the signing and barricade work will be done by the contractor on the Johnson Street-Montgomery Street Section at an estimated cost of $33,000.

The traffic signal work which will be necessary to move traffic from the temporary connection to US26 via the intersections of 18th at Columbia and Jefferson Streets includes a four-phase type of control with multi-overlaps to provide the most efficient movement through these intersections. It is proposed that the State furnish the traffic signal equipment and that the City of Portland make the installation at an estimated cost of $17,000.

The temporary connection also entails illumination in order to provide safe movement through the detour during the hours of darkness. The illumination as shown on the sketch is estimated to cost $3,500. The City of Portland will install the necessary illumination on 18th Avenue up to the end of the construction for the temporary connection.

The other attached plan shows a revision to be made in the signing on the section of the Stadium Freeway between the Sixth Avenue on-ramp and the 12th Avenue off-ramp. These revisions will be necessary in order to make

the freeway function properly, particularly with respect to handling traffic on the freeway once the Stadium has been opened northward to the Irving-Johnson Street connection. It is proposed that this portion of the signing revisions be done by the above-mentioned contractor at an estimated cost of $6,000.

In summary, the overall total costs are as follows:

| | |
|---|---|
| Signing and Barricades | $39,000 |
| Traffic Signal Revision | 17,000 |
| Illumination | 3,500 |
| TOTAL | $59,500 |

This work has been discussed with Mr. Brooks of your office during the preliminary planning stages. Your approval of this work and participation in the cost is requested. Your earliest attention to our request will be appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachments (2)

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. B. Crandall
L. H. Young
A. E. Johnson

LEG:mk ja

RECEIVED
JAN 16 1968
FCR FILES

MISC. CONTRACTS and AGREEMENTS No. 7363

EI-405-8(13)302

6132

4K

December 14, 1967

12-12-67

City of Portland
City Hall
Portland, Oregon 97204

Attention: Mr. Fred Fowler
Highway Engineering Coordinator

Gentlemen:

Enclosed for your files are two fully executed copies of a supplemental agreement pertaining to the construction of I-405 in your city.

A fully executed copy of this agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm
Encl. (2)

cc H. S. Cox
Attn: Mainor C. Holmes
(Conformed copy)

RECEIVED
DEC 7 - 1967
FGR FILING

December 6, 1967

Oregon State Highway Commission

Gentlemen:

On the agenda for the December 12 meeting will appear the matter of a supplemental agreement with the City of Portland pertaining to the construction of I-405 in that city.

The agreement provides for the construction of a temporary connection between I-405 and the Sunset Highway via S. W. 18th Avenue. The costs are estimated at $16,000 for construction, $17,000 for signing, and $4,000 for illumination. The construction and illumination costs are eligible for Interstate financing but the signing costs must be borne by the State.

In addition, traffic signals must be revised at the intersections of S. W. 18th with S. W. Jefferson and S. W. Columbia, and temporary illumination is to be provided at S. W. 18th between Columbia and Market. Cost of these latter items is estimated to be $24,100 and will be shared 50-50 by the State and City.

I recommend your approval of this supplemental agreement.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query, R. L. Porter, Tom Edwards, F. B. Klaboe, V. D. Wolfe, L. H. Young, C. H. Maison, F. D. Morgan, F. B. Crandall, A. E. Johnson

MCH:nr/RLP:ms:jes

RECEIVED
DEC 8 - 1967
FOR FILING

December 8, 1967

Oregon State Highway Commission

Gentlemen:

Presented for your consideration at the December 12 Commission meeting will be a letter-form supplemental agreement between the State and the City of Portland pertaining to the Stadium Freeway.

This agreement provides for the State to construct and, during the interim of use, to maintain temporary connections at the northerly end of the NW Johnson-NW Montgomery Section of the throughway to permit utilization of the freeway from the 14th Avenue off-ramp south of West Burnside to NW Irving and NW Johnson Streets. The State is also to perform all directional signing and, during the interim of use, assume maintenance of those portions of NW Irving and NW Johnson Streets lying between the temporary connections and NW 19th Avenue. The agreement further provides for closure of NW Irving Street at the freeway. Construction of this temporary connection is designed to provide a smoother interchange of traffic between the Stadium Freeway and the existing Columbia River Highway.

Traffic signals are to be installed at the intersections of NW 16th and NW 18th Avenues with NW Irving and NW Johnson Streets. Cost of these signals is estimated to be approximately $23,000, which is to be shared equally by the State and the City, with the City assuming maintenance and power consumption costs.

The City shall resume maintenance, jurisdiction, and control of NW Irving and NW Johnson Streets upon removal of the temporary connections and extension of the freeway by the State.

Upon the ultimate completion by the State of the Stadium Freeway, in conjunction with the West Fremont Interchange, the City, by the terms of this agreement, will at its sole expense assume all the State's right, title and interest as well as maintenance, jurisdiction, and control of the portions of West Burnside Street between SW 14th and NW 19th Avenues, NW 18th and NW 19th Avenues between West Burnside and NW Vaughn Streets, and NW Vaughn Street between NW 18th and NW 21st Avenues.

I recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
V. D. Wolfe
Ivan Merchant
F. D. Morgan
L. H. Young
A. E. Johnson
H. S. Cox

DNH:mm:jes

FORM E-30X—50M—7-66

SP*23657-734

Public Filing

EI-405-1(12)300

6822

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
December 12, 1967

SUBJECT:

To: A. E. Johnson
Metropolitan Engineer
P O R T L A N D

Mr. Hardt of your office and this office have done a considerable amount of investigative work in recent weeks involving the use of an appropriate type of breakaway or frangible base for all lighting poles that are to be installed on the Stadium Freeway under the current contracts.

The Bureau of Public Roads has recently issued a memo to the Highway Department stating, in effect, that no fixed object involving traffic devices shall be installed along the freeway; and further, that sign posts and light poles shall have some type of breakaway base for safety purposes.

In the instance of light poles, two devices are commercially available by which the breakaway feature can be obtained. One device is a three-bolt slip-plate arrangement; the other device is a cast frangible type aluminum base. The contractors' supplier of illumination poles states that the three-bolt slip-plate arrangement would add $350 apiece to the cost of each pole (the pole itself costs about $100). The frangible aluminum casting would add approximately $80 to the cost of each pole installation.

Based on the devices available and the economics of the installation, I would recommend that we proceed immediately to order the necessary material to utilize the frangible aluminum castings on the project section from Montgomery Street to Johnson Street.

ORIGINAL SIGNED BY L. E. GEORGE

#6832

L. E. George
Assistant Traffic Engineer

LEG:mk
cc: Tom Edwards

RECEIVED
DEC 13 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-206—6M

I-405-8(13)-62
6832

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement ... additional funds are not ...
Date G1-P SEP 1967 [illegible]
Title Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS ...

Project Name N. W. Johnson-S. W. Montgomery Date Dec. 11 19 67

Highway Stadium Freeway and Sunset Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Co. F. A. Project No. I-405-8(13)302

Address 6405 N.E. Glisan St., Portland, Oregon 97213 Order No. 8

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Construct two (2) concrete mountable gore islands with four (4) concrete curb transitions and four (4) concrete curb transitions at each end of "SC" line structure.

1. Maximum equipment rental rates allowable as per AGC agreement.
2. Percentage allowed contractor is in accordance with executed contract for the job.

Location by station numbers:

"SC" 1 + 60 (Gore)
"SC" 5 + 00 (Gore)
"SC" 9 + 70 and 20 + 10 (Structure ends)

Participation limited by our letter of January 2, 1968.

NOTED
F. B. KLABOE

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $1,430.00 |
| Equipment | 176.00 |
| Materials | 594.00 |
| Total | $2,200.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

The work as described above is not covered under any contract item so must be done on an extra work basis to establish an equitable price for concrete in mountable gores and concrete in curb transitions.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $4,288,750.38 |
| Present estimate of project cost, including $2200.00 for work under this order | $13,793,404.89 |
| Expected under-run ~~over-run~~ amount | $495,345.49 |
| Expected under-run ~~over-run~~ per cent | 3 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ M. W. Stovall, Resident Engineer

Approval Recommended: /s/ Ivan D. Merchant, ~~Construction Engineer~~ Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt, Assistant Division Engineer

Approved: /s/ L. H. Young, ~~Deputy~~ State Highway Engineer

Gouna 1-11-68

RECEIVED
MAR 25 1969
COMMISSIONERS

FOR [illegible]

KATHRYN FRIDLEY, MEMBER
[illegible]
R. B. SIMPSON, MEMBER
KILAND

I-405-8(13)302
6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 6, 1967

Act. Info
Dir. Eng.
[illegible]
Dep. Eng. - A
Asst. Eng.
Dep. Eng. - B
Asc. B.E. g
[illegible]
R. of W.y
B. dg. Eng.
[illegible]
Admin Mgr.
Ma...i
File

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Extra Work Order No. 4
N. W. Johnson-S. W. Montgomery
Section
Stadium Freeway
Oregon Project I-405-8(13)302

Your File: 08-35-DA

Dear Sir:

With reference to your memorandum of January 31, which denies participation on Extra Work Order No. 4 for the subject project, I am presenting the following explanation for clarification and your possible reconsideration.

During construction of the Couch Street structure, the actual penetration of steel piles at Bent 1 was only half of that anticipated. In view of this, the Resident Engineer directed that the cutoff from one pile be driven in the next location. This resulted in half of the full order length piles remaining at Bent 1 (excess piles) instead of a bunch of half-length piles. Normal driving operations at the other bents for this structure resulted in the usual random length pile cutoffs.

The contractor stacked the cutoffs and excess piles near the job site, as is normal practice. The contractor's responsibility for handling these piles was thus completed. Standard practice at this point would be for our State maintenance forces to pick up these piles and transport them to our local maintenance yard.

Later in the life of the project it was found that the wood piles specified for retaining wall E-7

would penetrate only four to five feet into the fill under the wall. By switching to steel piles, 18 to 19 feet of penetration was obtained (through the fill and into the underlying gravel layer). Normal practice in such a situation would be to obtain surplus piles from our maintenance yard. However, in this case the piles had not been taken to the maintenance yard and were available on the job site (two to three blocks away).

Since the contractor's normal operation is to order piles and have them delivered directly to the driving site so he can reach them with his driving rig and thus eliminate any hauling on the job, it would appear that the contractor is not responsible to haul piles from one driving location to another when such hauling is necessitated by a change in work as directed by the engineer.

The Extra Work Order was written to reimburse the contractor for the extra work of moving these State-owned piles from one driving site to another. The order includes sufficient money to cover another similar situation should it arise later in the life of the job.

Your reconsideration is solicited.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Enc.

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: December 6, 1967

In reply refer to: 08-35.3

EI-405-8(13)302
6832

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. Klaboe, Assistant State Highway Engineer

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
Inspection-in-Depth Report No. 36-67-EID(10)25

Attached is an Inspection-in-Depth Report on Structural Concrete Operations. This is the fourth and final project inspection of a Statewide inspection-in-depth series on this subject.

It is requested that findings nos. 1 and 2 be reviewed and this office advised concerning remedial actions taken or contemplated so this deficiency will not be a recurring problem on future projects.

Enclosure
Report

orig to Morgan-RIW
copy to Young
12-8-67

RECEIVED
DEC 8 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM PR-330 (REV. 10-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Region (3 cys)
Wash DC thru Region
File 439 Admin Mgr

# CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(PPM 20-6.1)

TC

(Check appropriate one) ☒ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Multnomah | I-405-8(13)302 |

DATE OF INSPECTION: 11-20-67

PHASE(S) INSPECTED: Structural Concrete Operations (Phase 10)

INSPECTION MADE BY: R. W. Pillsbury, Bridge Engr
H. A. Schall, Area Engr

IN COMPANY WITH: John Howard, Res Br Engr, OSHD

REPORT PREPARED BY: R. W. Pillsbury, Bridge Engineer, and H. A. Schall, Area Engineer

PROJECT INCLUDES
☐ GRADING AND DRAINAGE ☐ BASE ☐ PAVING ☐ MAJOR STRUCTURES ☐ OTHER (Specify) Illumination Signing, Traffic Signals

CONTRACTOR (Name and address)
Gibbons and Reed
Salt Lake City, Utah

CONTRACT AMOUNT: $ 12,221,826.00

PROJECT STATUS (% comp.): 50

LOCATION: In Portland on the new Stadium Freeway from Sta 396+30 near NW. Johnson St. to Sta 457+95 near SW. Montgomery St., and on Sunset Highway (US 26) between Stas 49+00 and 74+00

REPORT FORMAT: (1) SUMMARY OF FINDINGS: (2) RECOMMENDATION (INCLUDING NEEDED FOLLOWUP ACTION); (3) DETAILED REPORT OF INSPECTION.

(Part of a Statewide Inspection-in-Depth Series)

NW. JOHNSON - SW. MONTGOMERY SECTION
STADIUM FREEWAY AND SUNSET HIGHWAYS
Structures, Grading, Paving, Signing, Traffic Signals, and Illumination

A. SCOPE OF INSPECTION:

The inspection covered by this report is the fourth and final inspection in a Statewide series on Structural Concrete Operations. This inspection included an office review of records, inspection of the concrete batching operation, and placement of the concrete at the project. The concrete pour in progress was the sidewalk of the Salmon Street Overcrossing Structure.

This inspection followed a prepared outline which was completed and is attached to the Division file copy of this report.

B. FINDINGS AND RECOMMENDATIONS:

1. Finding

That the amount of entrained air was subject to large variations ranging from 2 1/2% to 6%.

(more)

EDITION OF (8-64) IS USABLE

Recommendation

That steps be taken to find the reason for the large fluctuations in air content and then procedures be changed to produce a more uniform value.

2. Finding

That the concrete was premixed for a period of 20 - 22 seconds at the batch plant before discharging into ready-mix trucks.

Recommendation

That the mixing time of 30 seconds required in the Standard Specifications be followed.

C. GENERAL DISCUSSION:

The variation in the amount of entrained air in the concrete appears to be a problem that needs additional study. Test reports recording the air content indicated a range of 2 1/2% to 6% entrained air on the various pours made to date. Successive loads had entrained air variations as high as 3%. Air content of the fresh concrete measured with an air pressure meter has varied from "more" to "less" than the computed theoretical value. Since all material on this project is automatically batched, it appears that the only possible factor influencing the air could be the mixing time or the improper addition of air entrainment compound into the mix. If the problem still is evident after following the 30-second mixing period, it is recommended that the entrainment compound be added throughout the water cycle or placed in a water solution and added throughout the water cycle.

RECEIVED
DEC 5 - 1967
FOR FILING

FORM E-30 BOM 12-65 54676

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
December 1, 1967

FI-405-8(13)=C2

64-2

To: Tom Edwards
Asst. Highway Engineer
BUILDING

SUBJECT: Temporary Connection
NW Johnson-SW Montgomery Sec.
SW 18th & Jefferson
Portland

Attached is correspondence from the Metro Office indicating two alternate proposals involving the southbound off-ramp from the Stadium Freeway to the temporary connection at 18th and Jefferson Street, and also the Clay Street Ramp that connects to this temporary connection.

One plan involves complete closure of the Clay Street structure, the other plan utilizes the structure by reducing it to a one-lane width. The reasoning behind the two plans is explained in Ed Hardt's letter.

Contrary to the recommendation made in the letter, I do not feel that we should let this structure stand idle for something less than two years and I would, therefore, recommend Plan "B". It is realized that this does not form a particularly advantageous route for any large unit of traffic, but it is felt that with the use of one lane on each approach as shown, that the plan would be workable.

L. E. George

copy to 12-6-67

L. E. George
Assistant Traffic Engineer

LEG:njc
Attachments

NOTED
TOM EDWARDS

RECEIVED
DEC 1 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 10-65

RECEIVED
NOV 24 196[illegible]
TRAFFIC ENGINEERING

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
November 21, 1967

SUBJECT: N. W. Johnson-S. W. Montgomery
Temporary Connection to
S. W. 18th and Jefferson Streets

To: Mr. F. B. Crandall
Traffic Engineer
State Highway Building
Salem, Oregon 97310

ATTENTION: Mr. L. E. George

Attached you will find two prints labeled "Plan A" and "Plan B" showing the temporary connections from the Stadium Freeway and S. W. Clay Street to the traffic circle at 18th and Jefferson Street. Our current schedule is to open the northbound connection early next year and the southbound connection in October, 1968, which is the scheduled opening of the subject section of Stadium Freeway. These connections will remain in operation until June 30, 1970, which is the current opening date for the westbound Vista Ridge Tunnel.

Plan A and Plan B differ in that the former shows the Clay Street connection to 18th Avenue closed to traffic while the latter shows it open for one lane. Our previous plans for this work have shown Clay Street connected to 18th Avenue; however, it is now recommended that this ramp not be connected into the traffic circle. Since the time that the connection plan was conceived a definite committment to build the second tunnel has been made, which means that the Clay ramp, if not used, would stand idle for less than two years, where previously it would have been idle for an unknown length of time.

Plan A is recommended for the following reasons:

Distance-wise, there will be no advantage to using Clay Street to get to 18th and Jefferson compared to using Jefferson Street.

Time-wise, since it is expected that the 18th Avenue entrance from the south to the traffic circle will be overloaded even without Clay Street traffic, and since traffic on Jefferson Street will be greatly relieved by the northbound Stadium traffic being shifted off of it, it will very likely be faster to use Jefferson Street in comparison to Clay Street from the Southern core area to the traffic circle.

NOTED
TRAFFIC CONTROL
ENGR.

NOTED
L.E. GEORGE

The absence of Clay Street traffic will create a safer and smoother connection for the Freeway traffic into 18th Avenue since there will be fewer merges and less lane changing.

You will note on both plans that the southbound connection for the Freeway, the "NC" line, has been shown as a one-lane ramp. As the area colored red shows there is a second lane available but since this traffic must be in one lane when it merges with the northbound traffic it is recommended that the second lane not be used. It is proposed to void the use of the second lane with pavement markings and signing in preference to a long run of barricade. In the event the Clay ramp must be opened, it is recommended that it too be kept to one lane for the same reason and by the same method.

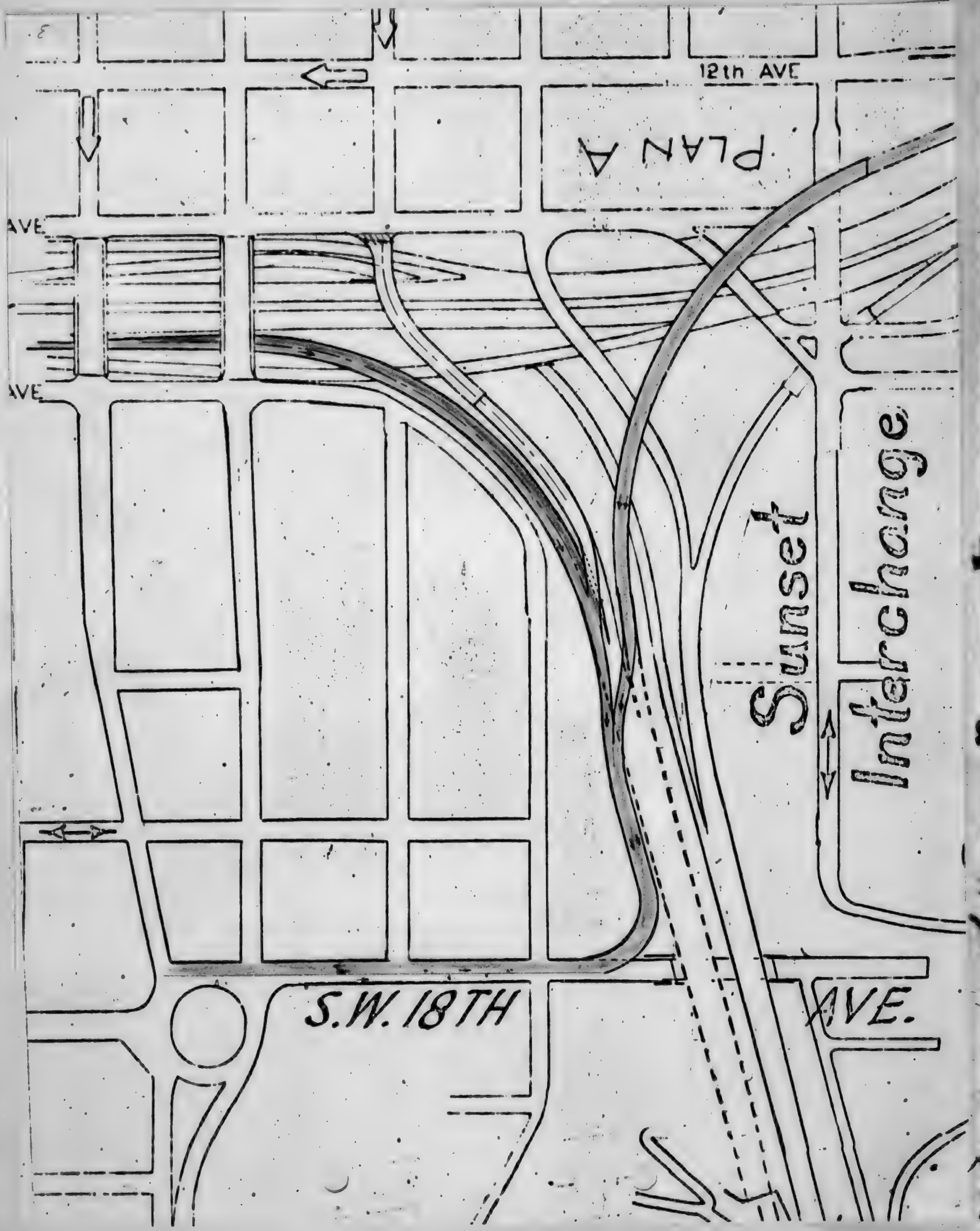
Your consideration and advice on these questions is solicited.

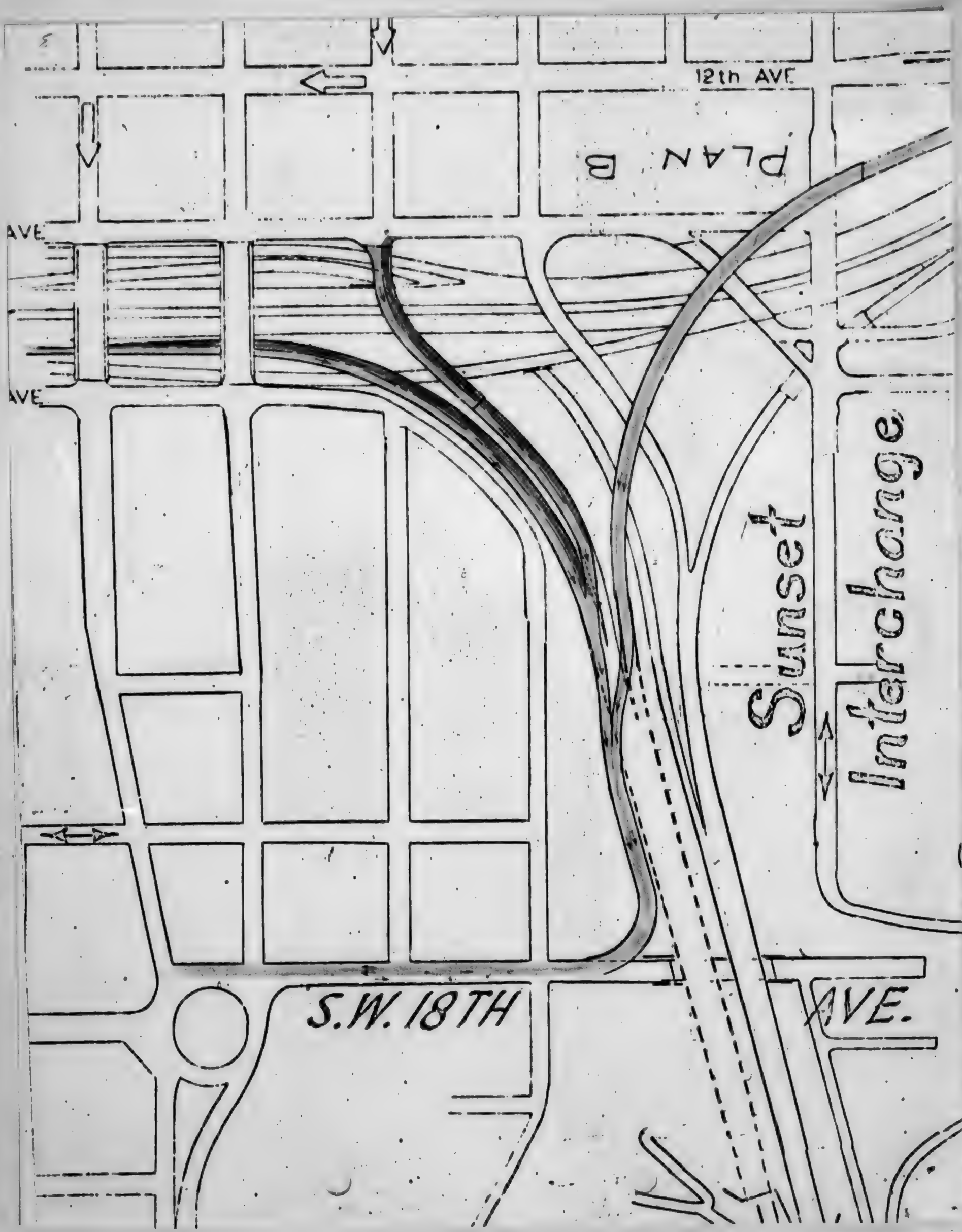
A. E. Johnson
Metropolitan Engineer

By:

Edward L. Hardt
Assistant Metropolitan Engineer

ELH:rh
Enclosures
cc: M. W. Stovall w/attachments


12th AVE
PLAN A
AVE
AVE
Sunset
Interchange
S.W. 18TH
AVE.


12th AVE
PLAN B
AVE
AVE
Sunset
Interchange
S.W. 18TH
AVE.

FORM E-123X 10M 6-67

RECEIVED
NOV 1 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

EI-405-8(V3)308
6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 29, 1967

Portland General Electric Company
621 SW Alder Street
Portland, Oregon 97205

ATTENTION: Mr. C. E. Robertson

Re: Power Pole Relocation
Temporary Connection to
SW 18th Avenue
NW Johnson-SW Montgomery Sec.
Stadium Freeway
Multnomah County

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letters of September 27, 1967, and October 20, 1967, have been approved by the State and the Bureau of Public Roads. This will confirm our verbal authorization to proceed with the work as of October 10, 1967.

Reimbursement for the work performed on and subsequent to October 10, 1967, in the amount of $1710.55, will be made in accordance with Paragraph 7g (3) of PPM 30-4 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of the work in the bill.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

JMC:ss

cc: C. J. Ireland
J. C. Verdieck, Superintendent
General Service Department

F. B. Klaboe
A. W. Parsons
L. H. Young (2)
C. H. Maison
A. E. Johnson
M. W. Stovall
B. P. Huntley
Jack Hesla

RECEIVED
NOV 29 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 30 1967
FOR FILING

EI-405-8(13)302
6832

November 28, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

When the N. W. Johnson-S. W. Montgomery Section of the Stadium Freeway is completed, we plan to establish a temporary connection to the Lower Columbia River Highway (18th and 19th Avenues) via N. W. Irving and N. W. Johnson Streets as shown on the attached plats.

For the proper operation of this connection, it is necessary that traffic signals be installed at the following intersections:

N. W. 16th and Irving
N. W. 18th and Irving
N. W. 16th and Johnson
N. W. 18th and Johnson

These installations are estimated to cost $23,000. It is proposed that this work be done by the contractor with the State furnishing from stock all items of equipment which are in short supply. Federal participation is requested for all portions of the installation cost.

Also, for proper operation of the Couch-Burnside Interchange with two-way traffic on the east-west streets, it is believed the traffic signals should be installed at the intersection of N. W. 15th Avenue and Burnside Street. The estimated cost of this installation is $8,000. It is proposed that this installation be accomplished in the same manner as that outlined above.

Your approval of and participation in these installations is requested.

Very truly yours,

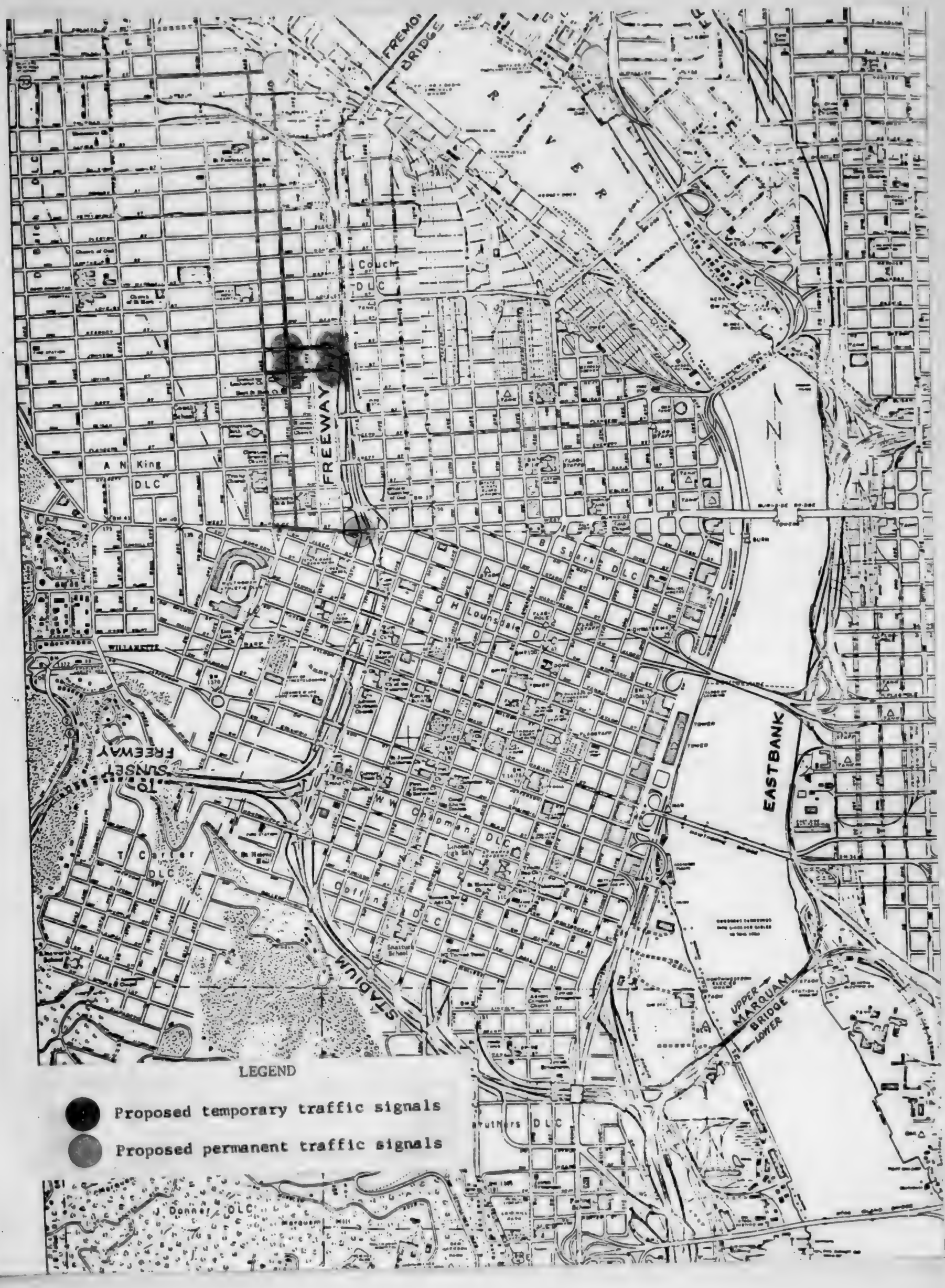
Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
A. E. Johnson
L. H. Young

VPJ:hm ja
Attachments


FREMONT BRIDGE
RIVER
FREEWAY
STADIUM
EASTBANK
UPPER MARQUAM BRIDGE
LOWER
TO SUNSET FREEWAY
WILLAMETTE
Couch DLC
A N King DLC
J Donnell DLC
LEGEND
Proposed temporary traffic signals
Proposed permanent traffic signals

RECEIVED
NOV 8 1967
FOR FILING

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

EI-4(65-8(13)302

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : G. R. Brooks, Assistant Division Engineer
Salem, Oregon

DATE: November 22, 1967

In reply refer to: 08-35-DA

NOTED
F. B. KLABOE

SUBJECT: Oregon Inspection-in-Depth
Quality and Cost Control

We have completed our Statewide inspection-in-depth, Quantity and Cost Control - Phase 24. The inspections were made during the period June - October 1967.

We reviewed 12 projects which were located in 5 of the 6 State Highway divisions. The projects reviewed were as follows:

| Division | Project Number | Project Name |
|---|---|---|
| Metro | I-405-8(13) | NW. Johnson - SW. Montgomery |
| | U-318(10) | Vista Ridge Eastbound Tunnel |
| 1 | I-80N-2(34) | Bonneville - Hood River County Line |
| | I-80N-2(35) | Cascade Locks - Mitchell Point |
| | F-240(3) | Forest Grove - Gaston |
| 2 | F-59(3) | Holmes Gap - Basket Slough |
| | ER-171(2) | Wilson River Highway Milepoint 6.9 |
| | F-221(11) | Delena - Rainier |
| 3 | F-111(9) | Glen Aiken Creek - Gray Creek |
| 5 | I-80N-5(23) | Irrigon Junction - Stanfield Junction |
| | I-80N-5(27) | Stanfield Junction - Pendleton |
| | F-182(5) | Little Beech Creek - Fall Creek |

The inspection and record control procedures at the project level provided good control, were in accordance with Oregon State Highway Department requirements, and were applied uniformly throughout the State.

This inspection disclosed that the Oregon State Highway Department has shown a marked improvement in record keeping practices since the last construction season. No significant findings were disclosed by this inspection-in-depth. We wish to commend the State for their improved record control procedures.

RECEIVED
NOV 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

11-27-67
REFERRED TO Edwards
Morgan - Merchant
By Asst. State Hwy. Engr.
Good work!

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

cc Young

RECEIVED
NOV 24 1967

FOR FILING

EI-405-8(13)202

6832

November 22, 1967

Mr. David B. Simpson, Member
Oregon State Highway Commission
c/o Norris, Beggs and Simpson
711 S. W. Alder
Portland, Oregon 97205

Dear Mr. Simpson:

Sometime ago you asked for information relative to parking restrictions on the structures over the Stadium Freeway in Portland.

Attached is a copy of a memo from A. E. Johnson to F. B. Klaboe which outlines the situation and explains the present understanding we have with the City of Portland.

If you need anything further on this, please let us know.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms
att.
cc Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
A. E.Johnson

FORM E-30 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
November 16, 1967

SUBJECT: Parking on Structures & Surface Streets
N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
State Highway Building
Salem, Oregon 97310

In accordance with your request, November 8 I met with Don Bergstrom, City of Portland Traffic Engineer, regarding parking of vehicles on various structures across the freeway and/or on surface streets adjacent to the freeway. The following is a list of locations, as indicated to Mr. Bergstrom, where we do not want parking because of interference with the operation of the freeway:

South of Glisan Street Structure -- This area will be required for a left turn movement to the on-ramp;

Everett Street Structure -- No parking should be permitted on the north side of the structure after the on-ramp from the Fremont Bridge is opened due to the need for a left turn lane from the on-ramp to Everett Street;

Couch Street Structure -- Proposed left turn refuges and prohibition of parking on either side;

Burnside Street Structure -- No parking on either side, since there are four lanes of moving traffic;

Taylor Street Structure -- There should be no parking on the south side in order to provide for an escape lane following the on-ramp;

Salmon Street Structure -- Due to the ramp on the south side, there can be no parking on the south side of this structure. There will be 28 feet of roadway north of the ramp entrance which would provide for two ten-foot driving lanes and one eight-foot parking lane, if desired;

F. B. KLABOE

RECEIVED
NOV 17 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Columbia Street Structure -- There should be no parking, at least during peak hour, in order to provide a right turn to the freeway via 13th Avenue, two thru lanes and one left turn lane via 12th Avenue. This could be reduced to two thru lanes during off peak hours temporarily;

Montgomery Street Structure — At the present time, westbound traffic is utilizing two lanes, one for a left turn to the freeway and one for a thru lane. There should be no parking on the north side of this structure.

Our agreement with the City of Portland provides that there will be no parking on N. W. 14th Street between Burnside and Davis. Mr. Bergstrom felt that for the interim period parking could at least be provided on the east side of 14th between Burnside and Couch, which is adjacent to the Joe Fisher Ford Company, and on the east side of 14th between Couch and Davis. The curbs have been set back on these blocks and the City has installed parking meters.

We investigated the possibility of setting back the westerly curb of 14th Street at two islands; one between Burnside and Couch, and one between Couch and Davis. With a six-foot set-back and proper protection at Burnside and Davis, we could obtain four parking stalls between Burnside and Couch, and seven stalls between Couch and Davis, at an estimated cost of $2,000.

As suggested by you, I checked with Herb Schell, Bureau of Public Roads, who concurred that this would be desirable, and indicated that the Bureau would participate in this work with the possible exception of a small piece of curb removal which was already poured. We are proceeding with this work and our ultimate section on S. W. ~~Fourth~~ 14th between Burnside and Davis will provide a parking lane on the westerly side and two travel lanes, or one travel lane plus parking on the east side.

A. E. Johnson
Metropolitan Engineer

AEJ:sh

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NOV 17 1967
FOR FILING

EI-405-8(13)362
1132

SP*23811-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 16, 1967

To: Mr. A. E. Johnson
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

SUBJECT: N.W. Johnson-S.W. Montgomery
Stadium Freeway
Contract No. 6832
Median Rail

Your letter of November 6, 1967 re use of concrete median barrier in lieu of metal guard rail has been referred to Mr. Klaboe. Decision has been made to use the metal guard rail as originally planned. Please proceed on this basis.

F. D. Morgan
Construction Engineer

FDM:fw

cc F. B. Klaboe

F B KLABOE
NOTED

RECEIVED
NOV 16 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 50M 10-66

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
November 6, 1967

SUBJECT: N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

To: Mr. F. D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon 97310

NOTED
F. B. KLABOE

Recently, at various times we have discussed the use of a concrete median barrier in lieu of metal guard rail. In response to my request, Mr. E. L. Hardt made a study of utilizing such a barrier on the Stadium Freeway from N. W. Johnson Street to S. W. Montgomery Street. Enclosed is a copy of his report which considers the economic aspect as well as maintenance aspect of the change.

The result of Mr. Hardt's study indicates that a change from the steel beam rail to concrete barrier would cost approximately $25,000. Offsetting this amount would be savings in maintenance, which Mr. Hardt has indicated as $1,400 per year.

I believe the substitution of the concrete barrier should be considered, and Mr. Hardt's report is submitted herewith for your study and consideration.

RECEIVED
NOV 14 1967
OFFICE OF
STATE HIGHWAY ENGINEER

A. E. Johnson
Metropolitan Engineer

file to Morgan 11-15-67

AEJ:sh

Enclosure

cc Ivan D. Merchant (Enc)

Routing

| | |
|---|---|
| Morgan | Pease |
| Docker | Morelock |
| Bond | Trout |
| Barbee | Scott |
| Walker | Wills |
| Glenn | Litchfield |
| Swan | Olson |

RECEIVED
NOV 1967.
CONSTRUCTION
DIVISION

See attached letter of Denis Peterson Metro. Tr. Engr.

FORM E-20 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
October 31, 1967

To: Mr. A. E. Johnson
Metropolitan Engineer
O F F I C E

SUBJECT: N. W. Johnson-S. W. Montgomery
Stadium Freeway
Median Barrier
Contract: 6832

Under "Median Barriers" on Page 32 of the AASHO "Yellow Book" on safety, is a description of a concrete barrier. The report states that "The Committee was impressed with the effectiveness on extremely narrow medians of a concrete barrier with a curved face". As a result of this statement, a study has been made concerning the feasibility and advisability of adapting a concrete barrier for a median divider for the subject project. Attached you will find one (1) copy of a print showing a tentative design for same. You will also find attached a copy of an evaluation of the concrete barrier prepared by Dennis Peterson, Metropolitan Traffic Engineer.

The results of this median barrier study are as follows:

(1) The subject contract calls for two (2) separate blocked-out guardrails with 12'-6" posts for the median barrier. Located between the rails will be 250 concrete planter pots for landscaping. Length of median rail to be installed is 6,165 feet. Contract cost for this work will be:

| | | |
|---|---|---|
| Install rail - 6,165 x 2 x $2.50 | = | $30,825 |
| Paint rail - 6,165 x 2 x $0.10 | = | 1,233 |
| Install rail blocks 986 x $1.50 | = | 1,479 |
| Install median planters - 250 x $50.00 | = | 12,500 |
| Topsoil for planters - 150 @ $1.00 | = | 150 |
| | | $46,187 |

(2) Assuming under current requirements that the post spacing for the median guardrail would be decreased to 6'-3" centers, this additional cost would be:

Extra blocks - $ 2.00 each
Extra post - 12.00 each
Back-up plates - 2.00 each
$16.00 per added post

| | | |
|---|---|---|
| Added cost - 986 x $16.00 | = | $15,776 |
| Total cost revised median - 46,187+15,776 | | $61,983 |

(3) The estimated cost of a concrete barrier using the cross-section shown on the attached drawing and assuming a unit price for concrete of $60.00 and for reinforcing steel of $0.14 would be:

| | | |
|---|---|---|
| Concrete - 1,200 cu yd x $60 | = | $72,000 |
| Steel - 100,000 lb x $0.14 | = | 14,000 |
| Top Soil - 1,400 cu yd x $1.00 | = | 1,400 |
| Total estimated cost concrete barrier | = | $87,400 |

(It is assumed the cost of the irrigation system would be the same for both types of barriers)

(4) A preliminary contract with a local prestress concrete firm revealed that the cost of a prestressed concrete barrier delivered to the site would be $8.00 per foot. Placing costs would be extra. It was reported that for a large order this cost might be cut considerably.

(5) The latest available cost figures from the Maintenance Office show that the annual cost of guardrail (including median) maintenance on the Banfield Freeway from the Willamette River to the City limits (5.5 miles) was $7,691, or $1,400/mi/yr.

On the Baldock Freeway from the Marquam Bridge to the City limits (5.12 miles) the annual cost was $7,510, or $1,470/mi/yr

It is estimated that at least 80 percent of the guardrail costs listed above are for median repair. The maintenance rate on the subject section is unknown, of course, at this time but there is no reason to believe that it will be any less than that on the adjacent section of Baldock Freeway. Therefore, the assumed annual maintenance cost for median repair on the section under study will be:

$1,470 x 1.2mi x 0.8 = $1,411/yr

This maintenance feature was studied because it is felt the repair work necessary on a concrete barrier would be practically non-existant. Also, it should be remembered that in addition to the cost of rail repair, another drawback of steel median rail is the attendant hazard to the public during the time the rail is being repaired.

(6) So much for the economics of the two types of rail. Mr. Peterson's report (copy attached) reflects the fears that the use of the solid median bring to mind. I questioned the Maintenance Superintendent in charge of the Baldock section mentioned above regarding what effect a concrete median would have had on the median accidents in this section. It was his opinion that, in general, they would not have been any more severe and possibly, due to the probability of less vehicle steering damage, might have been less severe. It should be remembered that such a comparison as this is based on steel beam rail with posts at 12'-6" centers with no blocks. A median installed to present standards would behave differently.

I believe some of our Salem personnel recently attended a conference in Reno in which the safety aspects of the concrete barrier were explored in depth. Perhaps their views could be solicited regarding this question.

In summary, a change from steel beam rail to concrete barrier would cost somewhere in the $25,000 range. If this expense can be justified from the maintenance and safety standpoint, and if it can be determined that the concrete barrier would truly be safer installed in the subject project then the contractor should be approached with a definite proposal to verify the estimated costs shown above.

If the decision is made favorably toward the concrete median barrier, then it is recommended that its use also be considered for the Highlands Interchange-Stadium Freeway Section of the Sunset Highway, which plans are now being prepared.

Edward L. Hardt
Assistant Metropolitan Engineer

EIH:sh

Enclosure

RECEIVED
NOV 9 1967
COMM. ENGR. SALEM, OR.

FOR FILING
EI-405-8(13)302
6832

SP*23811-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
November 3, 1967

To: Mr. Ivan D. Merchant
Bridge Engineer
State Highway Department
Salem, Oregon 97310

SUBJECT: N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract 6832
Special Surface Treatment
for Retaining Walls

In an effort to determine what could be done to break the monotonous effect of large-area retaining walls such as are presently being built for the Stadium Freeway, alternate panels of walls W-1 and E-1 on the subject project were bushhammered by the contractor on an Extra Work basis. Attached you will find one sheet of four photographs showing both walls. You will note that the recessed panels of Wall W-1 and the outstanding panels of Wall E-1 were treated.

The cost of the work as shown was about $0.80 per square foot of bushhammered surface. The walls were ground and painted before they were treated to avoid having to mask out the panels that were not to be painted.

The overall appearance of these walls is quite pleasing: the bushhammered effect breaks up the continuous surface as desired. If this treatment was to be applied to a larger wall, I believe a random pattern would be preferable to the alternating one used here in order to avoid a "checkerboard" effect.

It is possible to change the normal surface of retaining wall panels without going to the expense of bushhammering. Attached you will find a brochure describing "Rugasol", a chemical surface retardant. Rugasol "F", applied to the forms, retards the set of the concrete surface to the extent that the surface film of mortar can be brushed or washed off the wall after form removal (see page 5 of brochure.) The cost of the material, at $7.45 per gallon, works out to be 5 cents per square foot. Labor costs would add to this price.

The above information is submitted to document the results of this project. No more work will be done regarding wall surface treatment unless further instructions are received.

A. E. Johnson
Metropolitan Engineer

NOTED
TOM EDWARDS

By: ORIGINAL SIGNED BY EDWARD L. HARDT
Edward L. Hardt
Assistant Metropolitan Engineer

RECEIVED
NOV 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Copy to Ivan 11-9-67 Discussed

ELH:rh
Enclosure
cc:Tom Edwards John Howard

FORM E-123X 10M 6-67
RECEIVED
SEP 27 1967
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX
RETURN TO FILES
EJ-405-8(13)302
T.8.2

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 25, 1967

Northwest Natural Gas Company
123 NW Flanders Street
Portland, Oregon 97209

ATTENTION: Mr. John VanBladeran

Re: Painting of Facilities on Structures
NW Johnson-SW Montgomery Section
Stadium Freeway, I-405
Multnomah County
Project No. I-405-8(13) 302
Contract No. 6832

Gentlemen:

This is to acknowledge the receipt of your check in the amount of $473 for the painting of your facilities on the Columbia and Jefferson Street structures on this section, as we agreed in previous correspondence. This check has been sent to our Accounting Division for processing.

Please contact our contractor, Gibbons and Reed Company, and arrange with him for the painting and inspection of these facilities.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

JMC:ss

cc: Tom Edwards
I. D. Merchant
C. H. Maison (w/NNG Check #01-08519 attached)
A. E. Johnson
John Howard
Myron Stovall
Jack Hesla

NOTED
TOM EDWARDS

RECEIVED
SEP 25 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 27 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

EI-405-8(13)302
67-1

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 21, 1967

Pacific Northwest Bell Telephone Company
410 NE Clackamas Street
Portland, Oregon 97323

ATTENTION: Mr. J. E. Hill

Re: Painting of Facilities on Structures
N.W. Johnson-S.W. Montgomery Sec.
Stadium Freeway-Multnomah County
Project No. I-405-8 (13)302
Contract No. 6832

Gentlemen:

This is to acknowledge the receipt of your check in the amount of $994.60 for the painting of your facilities on the Columbia, Jefferson, and Alder Street structures on this section, as we agreed in previous correspondence. This check has been sent to our Accounting Division forprocessing.

Please contact our contractor, Gibbons and Reed Company, and arrange with him for the painting and inspection of these facilities.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

PGP:ss

cc: Tom Edwards
I. D. Merchant
C. H. Maison
A. E. Johnson
John Howard
Myron Stovall
Jack Hesla

NOTED
TOM EDWARDS

RECEIVED
SEP 22 1967
OFFICE OF
STATE HIGHWAY ENGINEER

EI-1(15-8(13)302
9

Form E-206—6M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date Jul 6-1-67 by [signature]
Title Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name N.W. Johnson-S.W. Montgomery Date September 19, 1967

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Co. F. A. Project No. I-405-8(13)302

Address P. O. Box 4989, Portland, Oregon 97213 Order No. 7

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:**

Revise rail on "SC" line span 1 as detailed on Drawing B-252. Work under this order to include removal of existing curb steel, drilling & placing 1" bolts, grinding and patching of deck. Also included are the extensions of seven downspouts and the armored corners at bents 6 & 9 to the new gutter line.

1. Maximum equipment rates allowable as per A.G.C. agreement.
2. Percentage allowed contractor is in accordance with executed contract for the job.

**Location by station numbers:**

"SC" 9+70 ro "SC" 10+72

NOTED
F. B. KLABOE

**Estimate of quantities and cost:**

| | |
|---|---|
| Labor . . . . . | $ 900.00 |
| Equipment. . . . . | 350.00 |
| Materials. . . . . | 1,000.00 |
| Total | $2,250.00 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

The work as described above is not covered under any contract item so must be done on an extra work basis. Because of the varible nature of the drilling, patching, etc., it is felt that this work can be best accomplised on a force account rather than price agreement basis.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization . . . . . | $14,288,750.3 |
| Present estimate of project cost, including $2,250.00 for work under this order | $13,769,678.9 |
| Expected under-run amount . . . . . | $ 519,071.4 |
| Expected under-run per cent . . . . . | |

Space to right of this line is for use of Salem Office

Submitted by: /s/ J. D. Howard, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear for [illegible], Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt, Asst. Division Engineer

Approved: /s/ L. H. Young [illegible]

SP*23577-734

Young 10-3-67

RECEIVED
SEP 18 1967
FOR FILING
EI-115-1(13)302
6832

September 15, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: N. W. Johnson-S. W. Montgomery Section
Stadium Freeway

Your August 14 letter requests a complete investigation of all owner-operator relationships in this project and a report of our findings. The hauling on this project has been subcontracted to J. W. Vickery, Inc., who began hauling with equipment under the name of Vickery Transport. All drivers driving Vickery Transport trucks are properly shown on the J. W. Vickery, Inc., payrolls and no violations of procedures were noted.

Early in May, 1967, Vicker Transport equipment was removed from the project and the work was carried on through sub-subcontractors hauling under the name of Franklin Brothers and, later, under the name of P. E. Morrison. Appropriate subcontracts are on file or are being processed. Several independent owner-operator truckers are also employed on this work. The drivers of the owner-operated equipment are listed on a separate sheet attached to the payrolls of the prime contractor while the drivers of the Morrison trucks are shown on the P. E. Morrison payroll.

Mr. M. E. Main and some of his relatives moved in with six trucks. They became dissatisfied with the method of payment and left for better-paying work. This group of six vehicles is the only possibility of a violation. Of the six vehicles, four are owned by M. E. Main, one by Leo D. Main and one by John M. Vasey. M. E. Main operated two dump trucks and one bottom dump. He attempted to operate the second bottom dump without success because of mechanical difficulties in unloading. Since he was unsuccessful, he did not have more than three of his own trucks in operation and no subcontract was required.

After particular reference to Circular Memorandum dated August 17, 1965, Subject: Truck Driver Owner Operators and their Driver Employees, Payroll Reporting Requirements, and Chapter D-401-2 of the Bureau of Public Roads' Labor Compliance Manual, we conclude that there has been no violation of the rules relating to subcontracting and truck-owner operators.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Tom Edwards
G. E. Rohde
F. D. Morgan
L. H. Young
A. E. Johnson

JAB:ss srb

FORM E-30 80M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 13, 1967

Salem, Oregon

SUBJECT: Johnson-Montgomery
Contract 6832
Labor Compliance

To: F. B. Klaboe
Assistant State Highway Engineer
BUILDING

You referred the August 14 BPR letter to this office for investigation. Apparently copies were also directed to the Bridge Division and we now have reports from Resident Engineer Stovall and from Assistant Bridge Engineer Rear, copies of which are attached. The question in this case boils down to the number of trucks under any one owner-operators control. Reports show that technically no more than the three allowed existed at any one time. A suggested reply to the BPR is attached.

F. D. Morgan
Construction Engineer

JAB:ss
Enclosure

RECEIVED
SEP 13 1967
OFFICE OF
STATE HIGHWAY ENGINEER

SP*23657-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
SEP 5 1967
CONSTRUCTION DIVISION

Salem, Oregon
September 1,1967

To: MEMO TO THE FILES

SUBJECT: Labor Compliance
N.W. Johnson-S.W. Montgomery
Street Section
Stadium Freeway
Contract No. 6832

I have investigated the circumstances behind the telephone complaint from Mr. Marvin Mayo, agent of the Teamsters' Union to the Bureau of Public Roads regarding contract violations of the hauling operations on the Stadium Freeway.

I contacted Mr. Mayo and he informed me his primary concern was that the drivers be paid the established rate as required by the contract and by the labor agreements. He also mentioned that some owner-operators are not contributing to the Union's Health and Welfare Fund.

The hauling on this project has been subcontracted to J. W. Vickery, Inc., who began hauling with equipment under the name of Vickery Transport. All drivers driving Vickery Transport trucks are properly shown on the J. W. Vickery, Inc., payroll and no violations of procedures were noted.

Early in May, 1967, Vickery Transport equipment was removed from the project and the work was carried on through sub-subcontractors hauling under the name of Franklin Bros. and later, under the name of P. E. Morrison. Appropriate subcontracts are on file or are being processed. Several independent owner-operator truckers are also employed on this work. The drivers of the owner-operated equipment are listed on a separate sheet attached to the payrolls of the prime contractor while the drivers of the Morrison trucks are shown on the P. E. Morrison payroll.

M. E. Main and some of his relatives moved in with six trucks. They became dissatisfied with the method of payment and left for better paying work. This group of six vehicles is the only possibility of a violation. Of the six vehicles, four are owned by M. E. Main, one by Leo D. Main and one by John M. Vasey. M. E. Main operated two dump

trucks and one bottom dump. He attempted to operate the second bottom dump without success because of mechanical difficulties in unloading. Since he was unsuccessful, he did not have more than three of his own trucks in operation and no subcontract was required. This operation is considered as an owner-operator situation.

Research of the registration of trucks is tedious and it appears that policing would be simplified if the contractor were required by contract to furnish a list of license numbers of trucks authorized to haul on the project. The project personnel then can easily verify the equipment and operator us.

Alfred A. Rear

A. A. Rear
Assistant Bridge Engineer

AAR:mb
cc: F. D. Morgan
A. E. Johnson
Myron Stovall

FORM S-30 REV. 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
August 30, 1967

SUBJECT: Labor Violation Complaint
N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

To: Mr. F. D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon 97310

Please refer to a letter to Mr. Forrest Cooper from Mr. A. W. Parsons, Division Engineer for the Bureau of Public Roads, regarding a complaint of labor violations from Mr. Marvin Mayo, Agent for the Teamster's Union in Portland, in connection with the subject project.

Enclosed is a copy of a report by Mr. M. W. Stovall, Resident Engineer, following an investigation of this complaint. Mr. Stovall's investigation has disclosed that there are no labor violations.

A. E. Johnson
Metropolitan Engineer

AEJ:sh

Enclosure

cc M. W. Stovall

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Pease E
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
AUG 3 1967
CONSTRUCTION
DIVISION

FORM A-10 REV 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
August 28, 1967

To: Mr. A. E. Johnson
Metropolitan Engineer
O F F I C E

SUBJECT: Labor Violation Complaint
N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

Friday morning, August 11, 1967, Mr. Herbert Schell, of the Bureau of Public Roads, telephoned and informed me that he had received a complaint from a Mr. Marvin Mayo, of the Teamster's Union, regarding the hauling contracts on the project. He said that Mr. Mayo had alleged that the contractor was in violation of the Federal laws regarding owner-operator hauling operations. I told Mr. Schell that we had been checking the owner-operator situation since it had started and did not know of any violations, but would make a thorough investigation.

Mr. McClure, of this office, and I met with Mr. Marvin Mayo and Mr. Robert H. Kjelmyr, Gibbons & Reed Company, on Friday afternoon, August 11, and received the following complaints from Mr. Mayo:

(1) That J. W. Vickery Company had subcontracted the hauling to Vickery Transport Incorporated and were so registered with the Teamster's Union;

(2) That owner-operators were violating the Federal law by operating more than three trucks registered to one owner without a subcontract. Under this category, he particularly mentioned a Mr. Sam Main, who he alleges owns five trucks, three of which have the name of "M. E. (Sam) Main" painted on the truck door, and one with "John Vasey" painted on the truck door;

(3) That the owner-operators are not contributing to the Union's Health & Welfare Fund. He stated that all owner-operators must contribute $0.55 per hour to that fund. He also stated that without payrolls such as accompany subcontracts, they could not possibly check the amounts due them.

My investigation of Mr. Mayo's complaints, finds that:

(1) J. W. Vickery Incorporated entered into a subcontract with Gibbons & Reed Company on July 6, 1966 for Item #2, General Excavation, Unclassified, including the hauling to waste of the excess material and part of Item #5, Hauling Materials to the Sunset Highway. All of the weekly payrolls from July 22, 1966 to August 1, 1967 were checked and bear the name J. W. Vickery Incorporated.

J. W. Vickery Incorporated has entered into subcontracts as follows:

Beaver Excavating Company on February 7, 1967 to rough grade and dispose of approximately 25,000 cubic yards of material from the Burnside Structure site. Subcontract filed.

Franklin Brothers on May 11, 1967 to furnish all necessary bottom dump trucks to complete the balance of the hauling. To date, Franklin Brothers have furnished only bottom dump trailers used on the tractors of owner-operated trucks. Subcontract submitted for approval.

P. E. Morrison Incorporated, July 20, 1967, to provide for up to six ten-wheel dump trucks or equivalent. Subcontract submitted for approval.

M. E. Main, July 20, 1967, to provide for up to six ten-wheel dump trucks or equivalent. Subcontract has not been submitted or approved as of this date.

All subcontractors have submitted weekly payrolls as required.

No evidence has been found of Vickery Transport Incorporated being connected with this project.

(2) No violations concerning owner-operators has been found. Mr. M. E. (Sam) Main, whose trucks were particularly questioned, left the project on August 10, 1967 to work on a State project contracted to Buswell Brothers west of Corvallis on Highway 34. Mr. Al Rear, Assistant Bridge Engineer, and I went to this project on Thursday, August 24, wrote down the license and PUC numbers of the trucks in question and checked the registrations through the Department of Motor Vehicles. We found that there were four trucks registered to Maurice E. Main, P. O. Box 416, Empire Station, Coos Bay, Oregon, one truck registered to Leo D. Main and Virginia E. Main, 1662 Ocean Boulevard, Coos Bay, Oregon, and one truck registered to John M. Vasey, 6930 S. W. Portsmouth, Tigard, Oregon.

M. E. (Sam) Main had only three trucks operating on this project at one time. The exception to this may have been when a trial run with a bottom dump truck was made to ascertain whether the material would dump properly. This truck was not used probably more than two trips, as it proved unsatisfactory.

Leo D. Main is M. E. (Sam) Main's brother.

John M. Vasey is M. E. (Sam) Main's brother-in-law.

Mike Main, M. E. Main's son, drives one of his father's trucks.

All of these men are shown on Gibbons & Reed's weekly payrolls as owner-operators, or drivers.

M. E. Main collected the money due all five trucks. He is allowed to represent more than three trucks under Chapter D-401-2, Opinions Related to Labor Compliance, from decisions of the General Counsel of the Bureau of Public Roads. Mr. Main chose this method of operation rather than submit his contract for approval.

Checks made from the registration slips of the other owner-operated trucks show that no one owner has more than three trucks operating on the project.

Numerous other owner-operated trucks have been used on the project by Gibbons & Reed Company. These drivers are properly shown on the weekly payroll with the hours worked and the wages paid.

(3) In regard to Mr. Mayo's complaint concerning the contribution to the Health & Welfare Fund, I told Mr. Mayo that this was a matter than would have to be resolved between the Teamster's Union and the Contractor.

James S. McClain
Asst Res Engr. for

M. W. Stovall
Resident Engineer

MWS:sh

cc Al Rear

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: August 14, 1967

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
Acting Division Engineer

RECEIVED 10
J. Bond
By Construction Engineer

SUBJECT: Oregon Project I-405-8(13)303
Johnson - Montgomery Section, Stadium Freeway
Labor Compliance

On August 10, 1967 we received a telephone complaint of labor violation from Mr. Marvin Mayo, agent of the Teamsters Union in Portland, on the Stadium Freeway. Your field people have been checking into the owner-operator trucking operations under obligation to J. W. Vickery on the above project.

Because of the complaint and the complexity of the working arrangement between the subcontractor and his owner-operator sub-contractor, we feel a complete investigation of all owner-operated trucking equipment and operators should be conducted by the State. Please advise this office as to the findings and the corrective action taken.

Routing

Morgan ✓✓✓ — Pas
Decker — Morelock
Bond — Trout
Barbee — Scott
Walker — Wils
Glenn — Litchfield
Swan — Osse

RECEIVED
AUG 17 1967
CONSTRUCTION DIVISION

8-16-67

REFERRED TO
Cooper - Porter - Edwards - Young
BY ASST. STATE HWY. ENGR.
Morgan - please see me

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 1 - 1967
FOR FILING

EI-405-8(13)
302
6432

August 31, 1967

5408

Mr. S. Eugene Allen
Administrative Assistant
Multnomah College
1022 S. W. Salmon Street
Portland, Oregon 97205

Dear Mr. Allen:

In response to your request for signing on the Stadium Freeway indicating directions to Multnomah College, we indicated to you in June that we would negotiate with the Bureau of Public Roads for approval to install this signing.

In spite of our extensive and continuing efforts, the Bureau of Public Roads has consistently refused to grant its approval for any additional signing in the area that would be required for the Multnomah College signs.

We must abide by its decision, since the project is being constructed with Federal-aid funds, which the Bureau of Public Roads administers.

Kindest regards,

Forrest Cooper
State Highway Engineer

bc R. L. Porter
Tom Edwards
V. D. Wolfe
F. B. Crandall
L. H. Young
A. E. Johnson (Enc.)

LEG:mk/TE:ja:rg

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 1, 1967

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

RECEIVED
AUG - 7 1967
TRAFFIC ENGINEERING

SUBJECT: Oregon Project I-405-8(13)302
Northwest Johnson - Southwest Montgomery Section
Proposed Sign Change

Your July 19, 1967 letter by Mr. Edwards, signed by Mr. Klaboe, again requests our approval of a proposed "Multnomah College - NEXT RIGHT" sign on the 12th Avenue structure facing the northbound Stadium Freeway traffic. We are still unable to find adequate justification for this sign. Also, we believe that this location is at a complex, decision-making point. It is true that the proposed location is beyond the decision point involving the 12th Avenue off-ramp and it may also be true that no other sign will be visable for a short distance; however, immediately beyond this point other important decision-making points are encountered.

The use of place names along this complex route should be reserved for use only at selected locations where they give the motorist directional orientation which could not otherwise be provided. The proposed sign does not accomplish this objective. The new AASHO Manual, Highway Design and Operational Practices Related to Highway Safety, (Yellow Book) indicates under Signing for Motorists Services (Page 61) that there is serious question of the need for signing to schools and other points of minor interest along freeways. Because of these reasons we must again recommend against this sign installation.

Copy - Your ltr. 7-19

RECEIVED
AUG 2 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

EI-405-8(13)302

RECEIVED
AUG 18 1967

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 6832 : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe

DATE: August 14, 1967

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
Acting Division Engineer

SUBJECT: Oregon Project I-405-8(13)303
Johnson - Montgomery Section, Stadium Freeway
Labor Compliance

On August 10, 1967 we received a telephone complaint of labor violation from Mr. Marvin Mayo, agent of the Teamsters Union in Portland, on the Stadium Freeway. Your field people have been checking into the owner-operator trucking operations under obligation to J. W. Vickery on the above project.

Because of the complaint and the complexity of the working arrangement between the subcontractor and his owner-operator sub-contractor, we feel a complete investigation of all owner-operated trucking equipment and operators should be conducted by the State. Please advise this office as to the findings and the corrective action taken.

NOTED
FORREST COOPER

RECEIVED
AUG 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

8-16-67

REFERRED TO
Cooper - Porter - Shanks - Young
Morgan - Pearsall
BY ASST. STATE HWY. ENGR.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

EI-405-8(13)302

RECEIVED
AUG 17 1967

FOR FILING

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: August 14, 1967

In reply refer to: 08-35-DA

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. F. B. Klaboe

By: G. R. Brooks
Acting Division Engineer

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)303
Johnson - Montgomery Section, Stadium Freeway
Labor Compliance

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FILED
SALEM, OREGON

8-16-67

REFERRED TO
Cooper - Porter - Edwards - Young
Morgan - Pearsall

BY ASST. STATE HWY. ENGR.

RECEIVED
AUG 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 7 1967

UNITED STATES GOVERNMENT

# Memorandum

Edwards

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

EI-405-8(13)302

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 1, 1967

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-405-8(13)302
Northwest Johnson - Southwest Montgomery Section
Proposed Sign Change

5904

Your July 19, 1967 letter by Mr. Edwards, signed by Mr. Klaboe, again requests our approval of a proposed "Multnomah College - NEXT RIGHT" sign on the 12th Avenue structure facing the northbound Stadium Freeway traffic. We are still unable to find adequate justification for this sign. Also, we believe that this location is at a complex, decision-making point. It is true that the proposed location is beyond the decision point involving the 12th Avenue off-ramp and it may also be true that no other sign will be visable for a short distance; however, immediately beyond this point other important decision-making points are encountered.

The use of place names along this complex route should be reserved for use only at selected locations where they give the motorist directional orientation which could not otherwise be provided. The proposed sign does not accomplish this objective. The new AASHO Manual, Highway Design and Operational Practices Related to Highway Safety, (Yellow Book) indicates under Signing for Motorists Services (Page 61) that there is serious question of the need for signing to schools and other points of minor interest along freeways. Because of these reasons we must again recommend against this sign installation.

Bud Walp

RECEIVED
AUG 2 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 1 1967
FOR FILING

SP°23811-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
July 26, 1967

To: Mr. Ivan D. Marchant
Bridge Engineer
State Highway Building
Salem, Oregon 97310

SUBJECT: N. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

On July 3 and 10, 1967, letters were sent you signed by Edward L. Hardt, Assistant Metropolitan Engineer, recommending that mountable type curbs be constructed on the five structures on the subject project; namely, the "SC" Structure and Wall W-28, the 14th Avenue Off-Ramp terminating at Salmon Street, the Taylor Street On-Ramp, the Clay Street Undercrossing, and the Market Street Undercrossing.

Your letter of July 21, signed by L. L. Wallace, indicated concurrence to revising the rails on four of the structures, but not the Taylor Street Structure, with the following offered as reasons:

(1) Opposition to two different appearing rails visible from the structure;

(2) Traffic using the curve ramp portion of the structure will be relatively slow-speed traffic.

In considering handrail revisions to these five structures, this office considers priorities in the manner listed above, so that the Taylor Street Structure would be considered priority number 3. We do not believe that the two types of rail being visible from the structure would be objectionable, and feel that there is no assurance that all traffic entering the curved ramp portion from the signalized intersection at Taylor and 13th will be slow-speed traffic. There is every possibility that nighttime traffic and off peak traffic could be of sufficient speed that hazards would be presented.

Copy - Marchant
A. Johnson
8-1-67

NOTED
TOM EDWARDS

It is therefore strongly recommended that the Taylor Street Structure be included in the handrail revisions, along with the other four structures enumerated above.

TI
Approved -

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

RECEIVED
JUL 27 1967
OFFICE OF
STATE HIGHWAY ENGINEER

AEJ:sh
cc Tom Edwards

I-405-8(13)302

STATE COPY

Form A-108—634

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JUL 21 1967 By [signature]
Title Dist. Engineer
U.S. Bureau of Public Roads
Order No. 9

Project Name N.W. Johnson-S.W. Montgomery Date July 21, 19 67

Highway Stadium Freeway Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 285-09

**Description of Work To Be Done:**

Reinstallation of traffic signals through the project area.

**Estimate of Quantities and Costs:**

| Location by Station Numbers: | Cost to Reinstall | Credits for Material | Cost less Credits |
|---|---|---|---|
| S.W. Jefferson St. & 14th Ave. | $ 4,725 | $ 2,230 | $ 2,495 |
| S. Jefferson St. & 13th Ave. | 5,125 | 2,130 | 2,995 |
| S.W. Columbia St. & 14th Ave. | 5,620 | 2,470 | 3,150 |
| S.W. Columbia St. & 13th Ave. | 5,050 | 2,130 | 2,920 |
| S.W. Salmon St. & 14th Ave. | 4,815 | 1,955 | 2,860 |
| S.W. Salmon St. & 13th Ave. | 4,255 | 1,955 | 2,300 |
| S.W. Morrison St. & 14th Ave. | 5,375 | 2,130 | 3,245 |
| S.W. Morrison St. & 13th Ave. | 4,755 | 2,130 | 2,625 |
| W. Burnside St. & 14th Ave. | 7,690 | 2,495 | 5,195 |
| N.W. Everett St. & 16th Ave. | 4,790 | 1,555 | 3,235 |
| N.W. Glisan St. & 16th Ave. | 4,310 | 1,655 | 2,655 |
| | $56,510 | $22,835 | $33,675 |

Explanation: This order constitutes the cost of reinstalling of traffic signals removed or relocated due to construction work and detours. Work to be done by City of Portland crews. See attached City of Portland estimate for detailed costs. Cost of work included in the contract authorization. Final charges are to be based on actual costs of the work.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $ 14,288,750.38 | |
| Present estimate of project cost, including $ 33,675.00 for work under this order | $ 13,763,001.62 | |
| Expected under-run (amount) | $ 525,748.76 | |
| Expected under-run (per cent) | 4 | |

Submitted by: /s/ M. W. Stovall, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear, Construction Engineer or for Bridge Engineer

Approval Recommended: /s/ Edward L. Hardt, Asst. Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

T. Young 9-7-67

RECEIVED
JUL 19 1967
FOR FILING
FI 11E-4 (12)-2
68-~

July 19, 1967

5421

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street NE
Salem, Oregon 97301

Dear Mr. Parsons:

Your most recent letter denying approval of a proposed "Multnomah College - NEXT RIGHT" sign bases a portion of the reason for denial on the fact that the sign would be located at a complex, decision-making position. An examination of the proposed location will indicate that this is not true.

The location shown faces northbound traffic on the 12th Avenue structure. Both the plan sheets and our model for this section show that the driver has passed the decision point involving the 12th Avenue off-ramp and at the time the Multnomah College sign is visible no other destination sign will be in sight. The driver is therefore presented with only one sign in view, no off-ramps in view, and any confusing elements will not be present. It is our opinion that such a sign would not cause confusion and would, in effect, provide safer operation on the freeway by providing positive directions for vehicles destined to Multnomah College.

Insofar as we are able to determine at the present time, there would be no competition for future signing at the location for which we have proposed the Multnomah College sign. We can find no justification for any possible confusion being created by the installation of this sign. We know from past experience that

there is a great demand from the public for information on our freeway systems such that easy directions to our educational facilities can be provided.

It is requested that appropriate members of your office review the proposed location of the sign on our model of the Stadium Freeway. We feel that this will dispel some of the fears involving the creation of hazardous conditions as stated in your letter of June 28.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

LEE:ji mc

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
A. E. Johnson

FORM FR-121 (11-66)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 28, 1967

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
Proposed Sign Change

Your letter of June 23, 1967 by Mr. Edwards requested our further consideration and approval of the installation of a sign on the 12th Avenue structure with the message "MULTNOMAH COLLEGE - NEXT RIGHT."

Our June 13, 1967 memorandum recommended against the installation of the sign at this location since it failed to meet the basic criteria for guide signs as covered by Mr. Williams' circular memorandum dated July 24, 1963. We find it difficult to subrogate any type of school as mentioned in your comments. However, in our judgment, this is not the question at hand. Our reasons for recommending against the sign installations were that Multnomah College is not the destination of a substantial number of motorists and that the proposed sign would most likely not survive the competition for sign space at the proposed location.

You suggest that in light of past installations of this nature, namely the signing for Oregon State University, University of Oregon, Southern Oregon College, and Portland State College, a policy and pattern has been established for this type of signing. While it is true signing for the above schools have been approved, the circumstances and conditions are quite different from those at the proposed sign location. The subject sign is located at a complex, split-timing, decision-making position for the traveling motorist. Such a sign could cause confusion and hinder the safe operation of not only the motorist involved, but also many of the adjacent vehicles. In view of the future signing that will become necessary in the immediate vicinity, we still do not consider the installation of the proposed sign is justified.

Copy - Yours & Our files.

JUL 7 1967

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

5821

RECEIVED
JUL 26 1967
FOR FILING

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: July 10, 1967

In reply refer to: 08-35-DA

FI-405-8(13)302

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6932

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
Revision of Safety Curb to GM Type Rail

In accordance with a request in Mr. Merchant's July 6, 1967 letter on the above subject we hereby approve the change in rail design for the mentioned freeway connection structures.

We believe that the connection of the guardrail to the bridge parapet by welding a section of standard rail and the two 3/4" diameter bolts should be verified by laboratory testing.

NOTED
F. B. KLABOE

7-12-67

REFERRED TO
Edw Merchant Yours
BY ASST. STATE HWY. ENGR.

RECEIVED
JUL 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 12 1967

SP°22811.734

FOR FI[illegible]

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
July 7, 1967

To: Mr. K. D. Morgan
Construction Engineer
State Highway Building
Salem, Oregon 97310

SUBJECT: M. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

On June 29, Mr. Tom Edwards directed that the roadway section through the rigid frame on the "CM" Line of the Sunset Interchange be revised to provide two six-foot shoulders and one 12-foot travel lane curb to curb, as indicated on the attached typical section.

In order to accomplish this, we propose to revise the curb lines on each end of the rigid frame as indicated on the attached plan. Please indicate if these curb revisions meet with your approval.

This will constitute a plan change, and the Bureau of Public Roads has not been contacted. It would be appreciated if your office would contact the BPR for approval of the change. It is believed that the proposed change in section will provide for greater safety through the rigid frame section and at the same time provide adequate sight distance for stopping in the event of accident or blockage.

Original Signed by A. E. Johnso

A. E. Johnson
Metropolitan Engineer

NOTED
F.B. KLABOE

AEJ:sh

Enclosures

cc Tom Edwards
F. B. Klaboe

RECEIVED
JUL 1[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 7 - 1967

UNITED STATES GOVERNMENT

# Memorandum

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 28, 1967

In reply refer to: 08-35-DA

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
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You suggest that in light of past installations of this nature, namely the signing for Oregon State University, University of Oregon, Southern Oregon College, and Portland State College, a policy and pattern has been established for this type of signing. While it is true signing for the above schools have been approved, the circumstances and conditions are quite different from those at the proposed sign location. The subject sign is located at a complex, split-timing, decision-making position for the traveling motorist. Such a sign could cause confusion and hinder the safe operation of not only the motorist involved, but also many of the adjacent vehicles. In view of the future signing that will become necessary in the immediate vicinity, we still do not consider the installation of the proposed sign is justified.

Copy - Yeary Files

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 23 1967
FOR FILING

I-405-8(13)302
1132

June 23, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

5469

Your File: 08-35-DA
Oregon Project I-405-8(13)302

Dear Sir:

Your letter of June 13 is negative with respect to our request for approval of installation of MULTNOMAH COLLEGE - NEXT RIGHT signing on the N. W. Johnson-S. W. Montgomery Section of I-405. We are at a loss to understand the negative response to this request in light of past installations of this nature which have received your approval; we assumed the policy and pattern had been established with respect to this type of signing.

Initially, "NEXT RIGHT" signs have, with your approval, been provided for Oregon State University, University of Oregon and Southern Oregon College. In the Portland area, your letter of April 15, 1965 approved signing for Portland State College with the comment -- "...If we interpret the Manual (See 4 Para. page 25 of Manual) in the broad sense, within an urban area served by a succession of interchanges, this type of signing can be accomplished..."

You indicate in your letter of June 13, 1967 "..It is felt that Multnomah College does not meet the basic criteria for guide signs as covered by Mr. G. M. Williams' circular memorandum dated July 24, 1963..." Mr. Williams' memorandum states "...Only in some few cases would churches, schools, hospitals, qualify..." I would interpret "schools" to have reference to secondary schools rather than colleges or universities.

With the policy established, we are in a rather untenable position to deny the request for Multnomah College signing. We solicit your further consideration, looking to approval of our request.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
L. H. Young
A. E. Johnson (enc.)

FBC:mk ja

RECEIVED
JUN 9 - 1967
FOR FILING

6832

June 8, 1967

5707

Mr. S. Eugene Allen
Administrative Assistant
Multnomah College
1022 S. W. Salmon Street
Portland, Oregon 97205

Dear Mr. Allen:

This is in further reference to your letter of May 23. The signing plans for the Stadium Freeway in the vicinity of the northbound Salmon Street off-ramp indicates that it would be possible to install an auxiliary-type sign with the legend "MULTNOMAH COLLEGE - NEXT RIGHT". We must submit this proposal to the Federal Bureau of Public Roads for its approval and participation in the cost.

Contingent upon the approval of the Bureau, such a sign will be installed.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
F. B. Crandall
A. E. Johnson

LEG:mk jw

June 7, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97310

Dear Sir:

We have been requested to include signing in the current contract for the Montgomery Street-Johnson Street Section of the Stadium Freeway to direct traffic to Multnomah College. The attached sketch plan indicates a proposal to install such signing.

Your approval of this plan change and participation in this installation is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachments (2)

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
A. E. Johnson

LEG:mk ja

RECEIVED
JUN 19 1967
FOR FILING
6822

May 31, 1967

Mr. S. Eugene Allen
Administrative Assistant
Multnomah College
1022 S. W. Salmon Street
Portland, Oregon 97205

Dear Mr. Allen:

I appreciated the comments in your letter of May 23 but was surprised and, frankly, flattered by the remarks of your father. I always considered my old friend, Charlie Allen, to be a very astute person and was surprised he was taken in by a charlatan such as I. When you are in communication with him, please tell him hello for me and give him my best wishes.

I am asking our sign people to look into the Multnomah College sign matter and hope that they can come up with a satisfactory solution. Sign regulations on highways, and particularly on the Interstate, are quite rigid, but we try to do the best we can with informational signs indicating areas and institutions of interest to the general public. I am asking our people to see what they can do in this particular case.

Kindest regards,

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Tom Edwards
Victor D. Wolfe

RECEIVED
JUN 19 1967
FOR FILING
6832

May 31, 1967

Mr. D. Eugene Allen
Administrative Assistant
Multnomah College
1062 S. W. Salmon Street
Portland, Oregon 97205

Dear Mr. Allen:

I appreciated the comments in your letter of May 23 but was surprised and, frankly, flattered by the remarks of your father. I always considered my old friend, Charlie Allen, to be a very astute person and was surprised he was taken in by a charlatan such as I. When you are in communication with him, please tell him hello for me and give him my best wishes.

I am asking our sign people to look into the Multnomah College sign matter and hope that they can come up with a satisfactory solution. Sign regulations on highways, and particularly on the Interstate, are quite rigid, but we try to do the best we can with informational signs indicating areas and institutions of interest to the general public. I am asking our people to see what they can do in this particular case.

Kindest regards,

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Tom Edwards
Victor D. Wolfe

MULTNOMAH COLLEGE
1022 S. W. SALMON STREET
PORTLAND, OREGON 97205
228-7317

May 23, 1967

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Dear Mr. Cooper:

I am writing to request that in the construction of the freeway through the west side of Portland that a sign be placed appropriately to the Salmon Street off-ramp indicating Multnomah College at that exit. I assume this is in line with the policy of the commission since I see them for other colleges, both public and private, and it is a matter of genuine public information.

Whatever you will be able to do in this matter will be very greatly appreciated.

Recently my father (Judge C. L. Allen of Bend) and I were in Salem and meant to stop in to visit with you, but our time was limited. I have heard him refer to you as the "finest highway engineer in the Nation" many many times.

Sincerely,

S. Eugene Allen
Administrative Assistant

SEA:km

RECEIVED
MAY 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 26 1967
FOR FILING

(7 mi x (13) 3
6832

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1967

**SUBJECT:** Temporary Connection to
Canyon Road Westbound
Sunset Interchange
Stadium Freeway
Contract 6832

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
B U I L D I N G

Plan 8 indicating temporary connections from the Stadium Freeway westbound to Canyon Road via S.W. 18th Avenue and a connection from S.W. Clay Street, has been reviewed and found to be satisfactory by this office.

Recommend County and City Department proceed with letter of agreement.

F. D. Morgan,
Construction Engineer

FDM:nn
cc: H. S. Cox

Approved 6-23-67
Asst. State Hwy. Engr.

cc Cof (proved) w/encs.

copy to Morgan w/encs. 6-23-67

FORM E-30 5OM 3-66 SP*6470-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
June 13, 1967

**SUBJECT:** Temporary Connections to
Canyon Road Westbound
Sunset Interchange
Stadium Freeway
Contract: 6832

**To:** Mr. Tom Edwards
Assistant State Highway Engineer
State Highway Building
Salem, Oregon 97310

Enclosed are copies of Plan 8 indicating temporary connections from the Stadium Freeway westbound to Canyon Road via S. W. 18th Avenue, and a connection from S. W. Clay Street, indicated as the "C" Line, which will also be routed via 18th Avenue.

Please note that previous plans have shown the "SC" and "C" Lines routed to 18th Avenue, but the "NC" Line was connected directly to S. W. Market Street. After studying our proposed plan, Mr. Don Bergstrom, City of Portland Traffic Engineer, indicated a preference to connecting both the "C" Line and "NC" Line, along with the "SC" Line, directly to S. W. 18th Avenue. This has two distinct advantages as far as our construction is concerned. This will enable the completion, under the current contract, of Walls W-25, W-26 and W-27, which on previous plans would be interfered with. This plan also provides for a minimum amount of temporary connections, as indicated in brown cross-hatch. This plan will also enable the current contractor on the N. W. Johnson-S. W. Montgomery project to complete final pavement on the "C", "NC" and "SC" Lines to the end of the surfacing contract at Station 22+50. This will also provide a minimum amount of work in converting from the indicated temporary route to the final route through the westbound tunnel when that project is completed.

Mr. Bergstrom felt that this plan would eliminate the need for a traffic signal at the intersection of S. W. Market Street and S. W. 18th Avenue, but would require a three-phase fully actuated volume density control signal at the intersection of S. W. 18th Avenue and S. W. Jefferson and Columbia Streets. It is estimated that this signal installation would amount to $10,000, and it is proposed that this cost be shared on a 50-50 basis with the City of Portland.

Overall cost of the proposed work is $39,000, which does not include any signing or lighting. A copy of our cost estimate is attached.

Mr. Bergstrom indicated preliminary approval of this plan, with the following provisions:

(1) The signal at S. W. 18th Avenue and Jefferson and Columbia Streets, as mentioned above;

(2) An overlay be placed on S. W. 18th from S. W. Market Street to S. W. Columbia Street;

(3) The State to provide any signing and lighting required on the various ramps and S. W. 18th;

(4) The State revise the existing catch basins on S. W. 18th in order to provide for three 12-foot lanes with no parking;

(5) The City will provide for parking prohibition and install the necessary signing for no parking on S. W. 18th Avenue;

(6) The Highway Department would agree to maintain S. W. 18th during the interim use, with maintenance to revert back to the City upon completion of the temporary usage.

Mr. Bergstrom indicated that the City would prefer that an agreement or a letter of intent be provided covering this proposed work, and also indicated no objection to connecting the "SC" Line to S. W. 18th Avenue prior to the opening of the eastbound tunnel. This connection could be made possibly this fall upon completion of the structural work on the "SC" Line provided the necessary grading and paving west of the structure work is performed in suitable weather.

Your approval of this plan is requested, and upon such approval, we will proceed to arrange for the necessary Price Agreements, et cetera, to perform the work. It is requested that City-County be instructed to provide either an agreement or a letter of intent to the City of Portland.

A. E. Johnson
Metropolitan Engineer

AEJ:sh
Enclosures
cc F. B. Klaboe (Encs)
F. D. Morgan (Encs)

RECEIVED
JUN 15 1967

SUNSET INTERCHANGE - STADIUM FREEWAY

# COST ESTIMATE

Temporary Construction PLAN 8

A.E. Johnson - Metro Engr.

June 1967
By. R. Scholk

| | |
|---|---|
| "SC", "C", "NC" Lines to 18th Ave at Market St. (Includes 2" A.C. overlay on 18th from Market to Columbia) | $22,000 |
| 40% Engr. & Contg. | 8800 |
| Subtotal | $30,800 |
| R/W = $3000 | 3000 |
| Signals (18th + Jeff. ½ cost) $5000 | 5,000 |
| Signing | — |
| Striping | — |
| Utilities Adjustment (18th Ave) | — |
| Flagging | — |
| Lighting | — |
| maintainance of Slopes & Pumt. | — |
| TOTAL | $38,800 |

RECEIVED
JUN 19 1967
FOR FILING

F.I-405-8 (13) 302

6832

June 16, 1967

Mr. Jerome Shank
American Bank Building
Portland, Oregon

Dear Mr. Shank:

Mr. Frank McKinney, Assistant Chief Counsel, this morning asked me to give you information as to claims which have been filed with us on Contract No. 6832 awarded to Gibbons & Reed Co.

On December 27, 1966, a claim was filed with us by Richard D. Epton stating that John Jersey owed him $94.98 for truck rental and other expenses.

On March 3, 1967, a claim was filed by Bend Oil Company for gasoline and diesel fuel furnished to Wade Wilson Dump Trucking in the amount of $1,498.83.

Both of these claims have also been filed with the Secretary of State.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

cc Frank McKinney

RECEIVED
JUN 16 1967

FOR :
UNITED STATES GOVERNMENT

# Memorandum

E.I. 4/15-8/15 3-

TO 6832 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Edwards Klaboe 6-15-67

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 13, 1967

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
Proposed Sign Change

Mr Edwards' June 7, 1967 letter requested approval of a plan change and Federal participation in the installation of a sign mounted on the 12th Avenue structure with the legend "Multnomah College-Next Right".

We have given consideration to the proposed sign and are generally opposed to its use because at the location requested it would break into the orderly sequence of advance signing used or to be used on the approaches to exits from the Interstate System and could thus interfere with the safe operation of traffic in this relatively critical area. It is felt that Multnomah College does not meet the basic criteria for guide signs as covered by Mr. G. M. Williams' circular memorandum dated July 24, 1963 in that it is not the destination for a substantial number of motorists and would not survive the competition for sign space at this location.

For the above reasons we must deny Federal participation in the cost of this sign, as well as recommend against its installation.

sig to Edwards 6-15-67
Bud discuss copy to young 6-16-67

NOTED
F. B. KLABOE

RECEIVED
JUN 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 9 1967

FOR FILING

EI-405-8(13)3+2.
6832

BP*23011-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
June 13, 1967

To: Mr. Tom Edwards
Assistant State Highway Engineer
State Highway Building
Salem, Oregon 97310

SUBJECT: Temporary Connections to
Canyon Road Westbound
Sunset Interchange
Stadium Freeway
Contract: 6832

Enclosed are copies of Plan 8 indicating temporary connections from the Stadium Freeway westbound to Canyon Road via S. W. 18th Avenue, and a connection from S. W. Clay Street, indicated as the "C" Line, which will also be routed via 18th Avenue.

Please note that previous plans have shown the "SC" and "C" Lines routed to 18th Avenue, but the "NC" Line was connected directly to S. W. Market Street. After studying our proposed plan, Mr. Don Bergstrom, City of Portland Traffic Engineer, indicated a preference to connecting both the "C" Line and "NC" Line, along with the "SC" Line, directly to S. W. 18th Avenue. This has two distinct advantages as far as our construction is concerned. This will enable the completion, under the current contract, of Walls W-25, W-26 and W-27, which on previous plans would be interfered with. This plan also provides for a minimum amount of temporary connections, as indicated in brown cross-hatch. This plan will also enable the current contractor on the N. W. Johnson-S. W. Montgomery project to complete final pavement on the "C", "NC" and "SC" Lines to the end of the surfacing contract at Station 22+50. This will also provide a minimum amount of work in converting from the indicated temporary route to the final route through the westbound tunnel when that project is completed.

Mr. Bergstrom felt that this plan would eliminate the need for a traffic signal at the intersection of S. W. Market Street and S. W. 18th Avenue, but would require a three-phase fully actuated volume density control signal at the intersection of S. W. 18th Avenue and S. W. Jefferson and Columbia Streets. It is estimated that this signal installation would amount to $10,000, and it is proposed that this cost be shared on a 50-50 basis with the City of Portland.

6-16-67 - Note to Morgan: Please check plans.
Note to Cox: Please draw up letter of agreement. Can we get rid of anything else? FBK

plans to morgan.

Overall cost of the proposed work is $39,000, which does not include any signing or lighting. A copy of our cost estimate is attached.

Mr. Bergstrom indicated preliminary approval of this plan, with the following provisions:

(1) The signal at S. W. 18th Avenue and Jefferson and Columbia Streets, as mentioned above;

(2) An overlay be placed on S. W. 18th from S. W. Market Street to S. W. Columbia Street;

(3) The State to provide any signing and lighting required on the various ramps and S. W. 18th;

(4) The State revise the existing catch basins on S. W. 18th in order to provide for three 12-foot lanes with no parking;

(5) The City will provide for parking prohibition and install the necessary signing for no parking on S. W. 18th Avenue;

(6) The Highway Department would agree to maintain S. W. 18th during the interim use, with maintenance to revert back to the City upon completion of the temporary usage.

Mr. Bergstrom indicated that the City would prefer that an agreement or a letter of intent be provided covering this proposed work, and also indicated no objection to connecting the "SC" Line to S. W. 18th Avenue prior to the opening of the eastbound tunnel. This connection could be made possibly this fall upon completion of the structural work on the "SC" Line provided the necessary grading and paving west of the structure work is performed in suitable weather.

Your approval of this plan is requested, and upon such approval, we will proceed to arrange for the necessary Price Agreements, et cetera, to perform the work. It is requested that City-County be instructed to provide either an agreement or a letter of intent to the City of Portland.

Original Signed by A. E. Johnson
A. E. Johnson
Metropolitan Engineer

AEJ:sh
Enclosures
cc F. B. Klaboe (Encs)
F. D. Morgan (Encs)

RECEIVED
JUN 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 14 1967
FOR FILING
FI 4-I-8(13)302
6832

June 13, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Illumination Plans
N. W. Johnson-S. W.
Montgomery Section
Stadium Freeway
Oregon Project I-405-8(13)302

Your File: 08-35-DA

Dear Sir:

This will acknowledge your letter of May 22 requesting information concerning our plans for illumination on the N. W. Johnson-S. W. Montgomery Street Section of the Stadium Freeway.

We are, at the present time, preparing final material on this project. It is planned that all luminaire poles will be installed on the tops of the wall except in a few cases where the walls are too high. In those cases, the mast arms will be attached directly to the walls.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Crandall
L. H. Young

VPJ:hm ja

Form CD-121 (11-63) (Prss. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
[redacted] DEPARTMENT OF COMMERCE
[redacted] BUREAU OF PUBLIC ROADS

477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 22, 1967

In reply refer to: 08-35-DA

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

RECEIVED
MAY 2[illegible] 1967
TRAFFIC ENGINEERING

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section, Stadium Freeway
Illumination

We understand that you propose some revision in the illumination in this section. As we understand it this will be the placement of some long mast arms, possibly connected to walls, in order to get obstructions out of the immediate vicinity of the roadway.

We have not, however, received to date any plans indicating what you propose. Retaining wall work is advancing at a rapid rate, and it is anticipated that much of these revisions should be incorporated into the retaining wall construction.

We would appreciate knowing the status of this revision.

REFERRED TO
Edwards
BY ASST. STATE HWY. ENGR.

copy - Young
Ben Sides

RECEIVED
MAY 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 25 1967
FOR FILING

Form CD-121 (11-65) (Prescribed by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
[redacted] DEPARTMENT OF COMMERCE
[redacted] BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: May 22, 1967

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section, Stadium Freeway
Illumination

We understand that you propose some revision in the illumination in this section. As we understand it this will be the placement of some long mast arms, possibly connected to walls, in order to get obstructions out of the immediate vicinity of the roadway.

We have not, however, received to date any plans indicating what you propose. Retaining wall work is advancing at a rapid rate, and it is anticipated that much of these revisions should be incorporated into the retaining wall construction.

We would appreciate knowing the status of this revision.

REFERRED TO
Edwards
BY ASST. STATE HWY. ENGR.

RECEIVED
MAY 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-122X 50M 7-66

RECEIVED
APR 27 1967
FOR [illegible]

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WA[illegible]
DAVID B. SIMPSON, MEMBER
PORTLAND

I-405-8(13)302

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 26, 1967

Portland General Electric Company
621 SW Alder
Portland, Oregon

ATTENTION: Mr. C.E. Robertson

Re: Utility Conduits on Structures
NW Johnson-SW Montgomery St. Section
Stadium Freeway-Multnomah County
Project No. I-405-8(13)302
Contract 6832

Gentlemen:

Reference is made to our letter of June 7, 1966 in which we stated that the successful bidder, Gibbons & Reed Company, had bid a lump sum of $9,125.00 for the installation of utility conduits on all structures on this project. It was requested that, if the bid met with your approval, you should remit a check at your earliest convenience in the amount of $9,125.

Your letter of June 21, 1966 stated you accepted the bid and were proceeding with the preparation of a formal estimate to cover the work. Your office informed us by telephone on June 22, 1966 that a check would be forthcoming within a week. A review of our files fails to show that your remittance was ever received. Would you please advise us on this matter.

Very truly yours,

F.D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T.W. Litchfield
Utilities Liaison Engineer

JMC:sg
cc: C.J. Irelan
F.B. Klaboe
I.D. Merchant
C.H. Maison
L.H. Young
A.E. Johnson
John Howard
Jack Hesla

RECEIVED
APR 27 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM A-183

RECEIVED
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MULTNOMAH
KENNETH M. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUEEN, SECRETARY
SALEM
MAR 27 1967
FILE

6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
5821 Northeast Glisan Street
Portland, Oregon 97213

March 24, 1967

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

Gibbons & Reed Company
6405 N. E. Glisan Street
Portland, Oregon 97213

re: M. W. Johnson-S. W. Montgomery
Stadium Freeway
Contract: 6832

Gentlemen:

Please refer to my letter of March 15, 1967 regarding hauling restrictions on Canyon Road.

After discussing this matter among ourselves, and with you in yesterday's conference in Mr. Johnson's office, I am writing to rescind the portions of the above-mentioned letter relating to your outbound traffic during the afternoon peak period.

In accordance with our discussions yesterday, it is understood that at the start of hauling operations, your first trucks will re-enter Canyon Road inbound at 9:00 a.m. This will be adjusted to an earlier time as rapidly as experience with traffic indicates that such adjustment is justified. This adjustment will be made at the discretion of the Resident Engineer, as stipulated in the previous letter.

Very truly yours,

A. E. Johnson
Metropolitan Engineer

By
ORIGINAL SIGNED BY A. V. BENEDICT

A. V. Benedict
Assistant Metropolitan Engineer

AVB:sh
bc F. B. Klaboe
Ivan D. Merchant
F. D. Morgan
M. W. Stovall

NOTES
FB KLABOE

FORM E-1232 RSM 7-65

RECEIVED
MAR 14 1967
PORTLAND

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

EJ-405-8(13)302

Claim File #4285

FILED
MAR 13 1967
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 10, 1967

Vosburg, Jops, Medlund & Bosch
Attorneys At Law
909 American Bank Building
Portland, Oregon 97205

NOTED ON CARD
wbw

Gentlemen:

This is to acknowledge receipt of your letter of March 3 and attached Affidavit and Notice of Claim on behalf of your client, Bend Oil Company.

As requested in the Affidavit, we are attaching a certified copy of the contract and bond covering the Gibbons & Reed Company, Contract No. 6832, for work on the N. W. Johnson-S. W. Montgomery Section of the Stadium and Sunset Freeways in Multnomah County.

The Bend Oil Company claim states that they furnished gasoline and diesel fuel to Wade Wilson Dump Trucking in the amount of $1,498.83. From the description, this appears to be in reference to the Gibbons & Reed Company, Contract No. 6832, as described above.

The Travelers Indemnity Company through Millers & Ames - Ringhols, furnished the performance bond on this contract. We will advise them of the receipt of your client's claim and we will also forward it to the Secretary of State for filing.

Please advise this office, when this claim has been paid.

Very truly yours,

[illegible]
Floyd Mcery, Secretary
OREGON STATE HIGHWAY COMMISSION

Att.
cc: Gibbons & Reed Company
Travelers Indemnity Company
Millers & Ames - Ringhols

Glenn L. Jackson
David Simpson
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of your letter.

RECEIVED
MAR 14 1967
OREGON
STATE HIGHWAY COMMISSION

VOSBURG, JOSS, HEDLUND & BOSCH
ATTORNEYS AT LAW
909 AMERICAN BANK BUILDING
PORTLAND, OREGON
97205

ARTHUR S. VOSBURG
PHILIP A. JOSS
WILLIAM H. HEDLUND
FRANK Mc K. BOSCH

TELEPHONE
226-4167

March 3, 1967

State Highway Commission
Salem
Oregon

#1832

Gentlemen:

On behalf of our client, Bend Oil Company, we have prepared and enclosed herewith notice to you that they have furnished to one Wade W. Wilson gasoline and diesel fuel which was used by Wilson in connection with work on a portion of the Stadium Freeway. It is our understanding that the general contractor is Gibbons & Reed but we have not been able to determine the name of the surety. Accordingly, we are also enclosing the affidavit required by ORS 279.512 and respectively request that you furnish us with a copy of the contract and bond.

Very truly yours,

VOSBURG, JOSS, HEDLUND & BOSCH

By Frank Bosch

FMcKB:kls

Enclosures

RECEIVED
MAR 6 1967
OREGON
STATE HIGHWAY COMMISSION

TO: STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, William Hatch, a sole proprietor doing business as BEND OIL COMPANY, has a claim for gasoline and diesel fuel furnished to WADE W. WILSON, dba Wade Wilson Dump Trucking, in the sum of $ 1498.83 against the bond taken from Gibbons & Reed, as principal, and _____ as surety, for the work performed in constructing a portion of the Stadium Freeway between S/W Montgomery and N/W Johnson, in the City of Portland, Multnomah County, Oregon.

Dated at Portland, Oregon, this 23 day of February.

William Hatch

William Hatch, a sole proprietor doing business as BEND OIL COMPANY

RECEIVED
MAR 6 1967
OREGON
STATE HIGHWAY COMMISSION

# A F F I D A V I T

STATE OF OREGON, )
) ss.
County of Multnomah, )

I, WILLIAM HATCH, being first duly sworn, depose and say that I am a sole proprietor doing business as BEND OIL COMPANY, which furnished gasoline and diesel fuel to WADE W. WILSON, dba Wade Wilson Dump Trucking, for the prosecution of the work provided in the contract entered into between the State Highway Commission and Gibbons & Reed for the construction of the Stadium Freeway between S/W Montgomery and N/W Johnson in the City of Portland, Multnomah County, Oregon;

That there is still due and owing to William Hatch, dba Bend Oil Company from Wade W. Wilson on account of said materials the sum of $1498.83 and that said Wade W. Wilson has on or about January 16, 1967, filed a voluntary petition in bankruptcy with the United States District Court for the District of Oregon;

That this affidavit is made for the purpose of securing a copy of the above mentioned contract and bond as provided in ORS 279.512.

William Hatch D/B/A Bend Oil Co.

Subscribed and sworn to before me this 27 day of February, 1967.

Colleen M. Settlemyer
Notary Public for Oregon
My commission expires: 11-29-70

RECEIVED
MAR 6 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 14 1967

FOR FILE
EI-405-8 (13) 302
6832

HUGH L. BARZEE
ROBERT A. LEEDY
WM. E. TASSOCK

BARZEE, LEEDY & TASSOCK
ATTORNEYS AT LAW
1300 AMERICAN BANK BUILDING
PORTLAND, OREGON 97205
TELEPHONE 228-6464

REFERRED TO
Admin
BY SEC

February 8, 1967

cc Klaboe ✓
McKinney

NOTED
R. L. PORTER

Gibbons & Reed Company
6405 Northeast Glisan
P.O. Box 4989
Portland, Oregon

Program Treatment 2-10-67

Gentlemen:

On behalf of our client, Harmer Steel Products & Supply Company, we wish to confirm all advice given to you by Mr. MacTarnahan concerning the condition of property owned by Harmer at 1405 SW 14th Avenue, Portland, Oregon.

At the time your subcontractor, Montag Company, was making extensive use of vibrating equipment on SW Columbia, extensive cracking was noted in the concrete wall on the north side of the building. There is also a potential problem arising because of the depth of freeway excavation coupled with unstable soil conditions which is likely to present a settling problem for the entire east face of the building.

Our client will appreciate your taking all available precautions to prevent further damage.

Very truly yours,

NOTED
F.B. MAROE

Robert A. Leedy

RAL:ic

of BARZEE, LEEDY & TASSOCK

RECEIVED
FEB 13 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 20 1967
OREGON
STATE HIGHWAY COMMISSION

COPY

RECEIVED
FEB 7 - 1967
FOR FILING
I-405-8 (13) 302
6832
5349

February 6, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Extra Work Order No. 4
N. W. Johnson-S. W. Montgomery
Section
Stadium Freeway
Oregon Project I-405-8(13)302

Your File: 08-35-DA

Dear Sir:

With reference to your memorandum of January 31, which denies participation on Extra Work Order No. 4 for the subject project, I am presenting the following explanation for clarification and your possible reconsideration.

During construction of the Couch Street structure, the actual penetration of steel piles at Bent 1 was only half of that anticipated. In view of this, the Resident Engineer directed that the cutoff from one pile be driven in the next location. This resulted in half of the full order length piles remaining at Bent 1 (excess piles) instead of a bunch of half-length piles. Normal driving operations at the other bents for this structure resulted in the usual random length pile cutoffs.

The contractor stacked the cutoffs and excess piles near the job site, as is normal practice. The contractor's responsibility for handling these piles was thus completed. Standard practice at this point would be for our State maintenance forces to pick up these piles and transport them to our local maintenance yard.

Later in the life of the project it was found that the wood piles specified for retaining wall E-7

would penetrate only four to five feet into the fill under the wall. By switching to steel piles, 18 to 19 feet of penetration was obtained (through the fill and into the underlying gravel layer). Normal practice in such a situation would be to obtain surplus piles from our maintenance yard. However, in this case the piles had not been taken to the maintenance yard and were available on the job site (two to three blocks away).

Since the contractor's normal operation is to order piles and have them delivered directly to the driving site so he can reach them with his driving rig and thus eliminate any hauling on the job, it would appear that the contractor is not responsible to haul piles from one driving location to another when such hauling is necessitated by a change in work as directed by the engineer.

The Extra Work Order was written to reimburse the contractor for the extra work of moving these State-owned piles from one driving site to another. The order includes sufficient money to cover another similar situation should it arise later in the life of the job.

Your reconsideration is solicited.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Enc.

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young

RWE:jf ja

Form 69-121
(11-63)
(Prec. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 30, 1967

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section
Stadium Freeway
Extra Work Order No. 4

We feel that participation on the above Extra Work Order cannot be extended.

Payment for moving cut-off piles on the same project for a minor move appears to be a cost that is somewhat questionable and could reasonably be absorbed under the item.

We are returning two copies of your Extra Work Order No. 4 and keeping one copy for our files.

Enclosure

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM FEB 1 1967 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
JAN 31 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form E-328—6M

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if federal funds are required.
DEC 22 1966
for Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name N.W. Johnson - S.W. Montgomery — Date December 28, 1966

Highway Stadium Freeway — Contract No. 6832

County Multnomah — Prefix 626-1076

Contractor Gibbons & Reed Co. — F. A. Project No. I-405-8(13)302

Address 6405 N.E. Glisan St., Portland, Oregon 97213 — Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: HAUL PILING WITHIN PROJECT

1. Maximum equipment rental rates allowable as per A.G.C. agreement.

2. Percentage allowed contractor is in accordance with executed contract for the job.

Note: These piles are the property of the state of Oregon. They are cut-offs or excess piles resulting from pile driving operations on the project.

Location by station numbers:

Throughout Project

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $ 125.00 |
| Equipment Rental | 175.00 |
| TOTAL | $ 300.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Changed foundation conditions require hauling of steel & wood pile. Bid items for driving and furnishing do not cover cost of additional handling so work must be done on an Extra Work basis.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $14,288,750.3 |
| Present estimate of project cost, including $ 300.00 for work under this order | $13,720,156.6 |
| Expected under-run amount | $ 568,593.77 |
| Expected under-run per cent | 4% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ John D. Howard
Res. Br. Engineer

Approval Recommended: /s/ Alfred A. Rear
Construction Engineer or Bridge Engineer

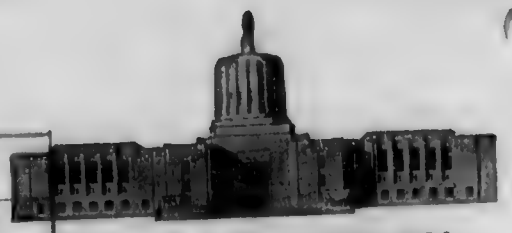
Approval Recommended: /s/ Edward L. Hardt
Asst. Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer or Office Engineer.

State Printing

RECEIVED
JAN 24 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
ROSEBURG
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JAN 20 1 23 PM '67
CLAY MYERS
SECRETARY OF STATE

4272 302 6832

FILED
JAN 20 1967
CLAY MYERS
SECRETARY OF STATE

January 19, 1967

Mr. Richard D. Epton
1741 N.E. 142nd Avenue
Portland, Oregon 97230

NOTED ON CARD
WH

Dear Mr. Epton:

Senator Wayne Morse has forwarded to us a copy of your letter of December 27, 1966, which states John Jersey owes you for truck rental, interest, and expense in the amount of $94.98.

From the description given, it appears that the contract to which you refer is our Contract No. 6832 awarded to Gibbons and Reed Company for structures, grading, paving, signing and illumination on the N. W. Johnson-S. W. Montgomery Section of the Stadium Freeway and Sunset Highway in Multnomah County.

The Travelers Indemnity Company through Millers & Ames - Ringhols, P. O. Box 1226, Salt Lake City, Utah, furnished the performance bond on this contract which is given to assure completion of the job and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JAN 23 1967
OREGON
STATE HIGHWAY COMMISSION

cc: The Travelers Indemnity Company
Millers & Ames - Ringhols
Gibbons & Reed Company
Mr. Glenn L. Jackson
Mr. David B. Simpson
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of your letter

NOTED
C. W. HEAD

Dec. 27, 1966

Mr. John Jersey,
John L. Jersey & Son, Inc.,
6845 N.E. 42nd Ave.,
Portland, Oregon

Dear Sir:

Please note the dates. Why so late?

10/4/66 Voucher No. 8447
10/5/66 Voucher No. 8480

| | |
|---|---|
| Bal. due on truck rental | $84.98 |
| Interest & expense incurred to date | 10.00 |
| Total | $94.98 |

Signed Richard D Epton
Richard Douglas Epton,
1741 N.E. 142nd Ave.,
Portland, Oregon 97230

Copies: Gibbons & Reed, 6405 N.E. Glisan St., Portland, Oregon

Vickrey Transport, Inc. Alamo, California

Senator Wayne Morse:

Sir:

You seem to be the senator who can get action. Will you please give this account to the appropriate committee on federal money for the Stadium Freeway through the west side of Portland, Oregon.

Gibbons & Reed were apparently the original receivers of the money for this project. They sublet contract to Vickrey Transport, Inc., of Alamo, Cal. This company not only does not pay its bills but also brings in men from California and other places to take jobs which, I feel, should go to Oregon men when we have adequate and even better equipment than the out siders.

I feel these contractors and John Jersey should be investigated, or at least, made to pay their bills.

Sincerely,
Richard D Epton

RECEIVED
JAN 1 6 1967
OREGON
STATE HIGHWAY COMMISSION

ROUGH DRAFT - January 17, 1967

Assignment FBK-1339

The Honorable Wayne Morse
United States Senator
Washington, D.C.

Dear Senator Morse:

Reference is made to your letter of January 12, 1967, with which you forwarded a claim from Richard Douglas Epton, 1741 N.E. 142nd Avenue, Portland, Oregon, against a subcontractor on the N.W. Johnson-S.W. Montgomery Section of the Stadium Freeway Project, Contract No. 6832.

In view of the delinquency indicated by Mr. Epton's letter, we are filing a copy of the claim with the Secretary of State and are notifying the contractor and his surety of this apparent delinquency.

The project at the present moment is only about ten per cent completed, and it would appear that Mr. Epton can expect a favorable response in the near future.

Very truly yours,

Enclosure (orig. claim)
LHY:ia

cc: Floyd Query (Please proceed with filing of the bill with the Secretary of State, with the necessary notification.)

Cec please handle FK

RECEIVED
JAN 19 1967
FOR FILING

EI-405-8(13)302

6832

January 19, 1967

1339

Mr. Charles W. Brooks
Executive Assistant
Oregon Office of
Senator Wayne Morse
706 U. S. Court House
Portland, Oregon 97205

Dear Mr. Brooks:

Reference is made to your letter of January 12, with which you forwarded a claim from Richard Douglas Epton, 1741 N. E. 162nd Avenue, Portland, Oregon, against a subcontractor on the H. W. Johnson-S. W. Montgomery Section of the Stadium Freeway Project, Contract No. 6832.

In view of the delinquency indicated by Mr. Epton's letter, we are filing a copy of the claim with the Secretary of State and are notifying the contractor and his surety of this apparent delinquency.

The project at the present moment is only about 10 percent completed, and it would appear that Mr. Epton can expect a response in the near future.

As you requested, we are returning Mr. Epton's letter to Senator Morse.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Enclosure

cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
L. H. Young
Floyd Query - Please proceed with filing of the bill with the Secretary of State with the necessary notification.

LHY:ia bg

J. W. FULBRIGHT, ARK., CHAIRMAN
JOHN SPARKMAN, ALA.
MIKE MANSFIELD, MONT.
WAYNE MORSE, OREG.
ALBERT GORE, TENN.
FRANK J. LAUSCHE, OHIO
FRANK CHURCH, IDAHO
STUART SYMINGTON, MO.
THOMAS J. DODD, CONN.
JOSEPH S. CLARK, PA.
CLAIBORNE PELL, R.I.
EUGENE J. MC CARTHY, MINN.
GALE W. MC GEE, WYO.
BOURKE B. HICKENLOOPER, IOWA
GEORGE D. AIKEN, VT.
FRANK CARLSON, KANS.
JOHN J. WILLIAMS, DEL.
KARL E. MUNDT, S. DAK.
CLIFFORD P. CASE, N.J.

CARL MARCY, CHIEF OF STAFF
ARTHUR M. KUHL, CHIEF CLERK

Oregon Office
706 U. S. Court House
620 S. W. Main Street
Portland, Oregon 97205

United States Senate
COMMITTEE ON FOREIGN RELATIONS

9
4691

JAN 13 67

REFERRED TO
BY DEPUTY STATE HIGHWAY ENGINEER

January 12, 1967

Mr. Forrest Cooper
State Highway Engineer
State Highway Department
Salem, Oregon 97310

Dear Mr. Cooper:

You will find enclosed a letter Senator Morse received from Richard Douglas Epton, 1741 N. E. 142nd Avenue, Portland, Oregon 97230, which apparently concerns money due him with respect to the Stadium Freeway.

This is a matter that does not come under the jurisdiction of a United States Senator. However, in view of the fact the constituent has written it would be appreciated if you would advise Senator Morse, at this office, of any facts you might have on this matter.

Please return the enclosure with your comments at your convenience.

With kindest regards,

Sincerely,

CHARLES W. BROOKS
Executive Assistant, Oregon Office
of Senator Wayne Morse

CWB, mc
Enclosure

RECEIVED
JAN 13 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Douglas Epton,
1741 N.E. 142nd Ave.,
Portland, Oregon 97230

Dec. 27, 1966

Mr. John Jersey,
John L. Jersey & Son, Inc.,
6845 N.E. 42nd Ave.,
Portland, Oregon

Dear Sir:

Please note the dates. Why so late?

| | | |
|---|---|---|
| 10/4/66 | Voucher No. 8447 | |
| 10/5/66 | Voucher No. 8480 | |
| Bal. due on truck rental | | $84.98 |
| Interest & expense incurred to date | | 10.00 |
| | Total | $94.98 |

Signed Richard D Epton
Douglas Epton,
1741 N.E. 142nd Ave.,
Portland, Oregon 97230

Copies: Gibbons & Reed, 6405 N.E. Glisan St., Portland, Oregon

Vickrey Transport, Inc. Alamo, California

Senator Wayne Morse:

Sir:

You seem to be the senator who can get action. Will you please give this account to the appropriate committee on federal money for the Stadium Freeway through the west side of Portland, Oregon.

Gibbons & Reed were apparently the original receivers of the money for this project. They sublet contract to Vickrey Transport, Inc., of Alamo, Cal. This company not only does not pay its bills but also brings in men from California and other places to take jobs which, I feel, should go to Oregon men when we have adequate and even better equipment than the out siders.

I feel these contractors and John Jersey should be investigated, or at least, made to pay their bills.

Sincerely,
Richard D Epton

STATE COPY

Form A-108—Stf

STATE FORCES NOT INVOLVED

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required
Date G-1 P[illegible]
JAN 25 1967
[illegible] Dist. Engineer

U.S. Bureau of Public Roads
Order No. 05 Supplement #1

Project Name N.W. Johnson-S.W. Montgomery Date January 18, 1967

Highway Stadium Freeway and Sunset Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 285-05

**Description of Work To Be Done:**

Install and remove temporary signal

**Location by Station Numbers:**

S.W. 13th Avenue at Main Street

**Estimate of Quantities and Costs:**

| | |
|---|---|
| Install and remove temporary signal | $ 2,607.55 |
| Original authorization | 18,703.60 |
| Estimate Total | $21,311.15 |

RECEIVED
FEB 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Explanation: This Order constitutes the cost of installing and removing of temporary signals on the Jefferson Street detour at S.W. 13th and Main Streets. Work will be done by City of Portland crews. See attached City of Portland estimate for detailed costs. Cost of work is included in the contract authorization. Final charges to be based on actual costs of work.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization . . . . . | $14,288,750.38 | |
| Present estimate of project cost, including $2,607.55 for work under this order | $13,719,856.61 | |
| Expected under-run (amount) . . . . . | $ 568,893.77 | |
| Expected under-run (per cent) . . . . . | 4% | |

Submitted by: /s/ M. W. Stovall M. W. Stovall, Resident Engineer

Approval Recommended: /s/ Alfred A. Rear for /s/ John A. Bond, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ A. V. Benedict, Assistant Division Engineer

Approved: /s/ L. H. Young, Office Engineer.

This Order does not become effective until approved by the Deputy or Assistant State Highway Engineer.

State Printing

2-7-67

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

DATE: January 5, 1967

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: R. H. Tokerud
Division Bridge Engineer

SUBJECT: Preformed Elastomeric Joint Sealer

This memorandum concerns the following projects:

F-330(5), High Banks Rd.-57th St.(Springfield)
SU-508(2), Jenkins Rd.-Beaverton Section
I-405-8(13)302, NW. Johnson-SW. Montgomery St. Sec.
I-5-5(32)293 and SU-466(6), Pacific Hwy. W.-S. Tigard Intchg.
ER-103(4), Middle Fk.-Rogue River Br. Sec.
S-552(1), Bolen Island-Jack Franz Slough Sec.

With reference to Mr. Merchant's letter of January 3, 1967 we approve of the use of your current specification for the compression joint sealer on the six projects listed above.

This is a relatively new material and apparently the specification as originally drafted set forth one requirement that was not practical. Under these circumstances it is logical and satisfactory to revise the original specification to that currently being used.

Copy - Merchant
Klaboe
Young
1-11-67

RECEIVED
JAN 6 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

[illegible]1-4 5-8 Trans., rev., corresp., sign., 1 pc
[illegible]13[illegible]2 trav. signals & illus. on the
6[illegible]2 W. Johnson-W. Montgomery Dec.#/

CKA 3110
CKA 3175

RECEIVED
DEC 16 1966

FOR FILE: EI-405-8(13)302

Form CD-121
(11-63)
(Prss. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6832

DATE: December 13, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Street
City of Portland Utility Adjustment (Water Facilities)

Our memorandum dated June 30, 1966 authorized you to proceed with the actual adjustments for the subject City-owned utility adjustments with participation subject to justification of three items.

Your letter dated July 18, 1966, together with the City's July 7, 1966 letter and Mr. Hesla's July 11, 1966 letter, furnished adequate explanation and justification of items two and three. Item number one was explained during a conference held in the Portland City Hall on August 19, 1966 and considered eligible for participation; however, it was our understanding that another letter clarifying your previous submissions would be forthcoming prior to our final approval.

While we have not formally received this additional clarification, your original submission of June 16, 1966 is approved. Approval and reimbursement for the eligible portion of the work remains subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto, and the certification required by IM 30-2-66 as a condition precedent to Federal reimbursement.

12-16-66

REFERRED TO

Young - Schofield - Morgan - Murdock

Asst. State Hwy. Engr

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
OCT 12 1966
FOR FILING

EI-405-8(13) 3
6832

October 11, 1966

4991

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

OA 3175

Re: N. W. Johnson Street-S. W.
Montgomery Street Section
FAP No. I-405-8(31)302
Contract No. 6832
Your File: 08-35-EC

Dear Sir:

Attached are three copies of an agreement between the State and Herman Adalist and Associates, consultants for inspection of structural steel for the project.

The effective date of the agreement is September 14, 1966, the date we accepted the consultant's proposal, authorized him to proceed with the work and the date forms of the agreement were forwarded you.

The Highway Commission confirmed the agreement at their meeting on October 6.

Late submission of the agreement was occasioned by the fact that we had to recall the original submission to the consultant for correction as noted in the last paragraph of your memo of September 16 (see Article 6, Section III, page 2, and Exhibit B).

A fully executed certificate of the agreement was forwarded you October 3.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

Attachments (3)

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young

CAG:jf ja

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

E Summers

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Hwy Engineer
Salem, Oregon

DATE: September 16, 1966

08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson St. - SW. Montgomery
Consultant Agreement: Structural Steel Testing

Mr. Merchant's September 14, 1966 letter submitted a request for approval of the firm of Herman Adalist & Associates of Seattle for structural steel testing on the subject project.

Approval of this agreement is hereby granted under the provisions of PPM 40-6 and Mr. Cooper's July 18 Statement of Procedures, subject, however, to submission of three copies of a fully executed agreement and Certification of Consultant. This firm appears to meet the qualification requirements of paragraph 3(d) of PPM 40-6.

Contrary to our previous advice to you, we have been instructed that the Appendix A clauses must be made a part of all consultant agreements, including this agreement.

Merchant
Agrmt sent to Christ 9/22 mrsg.

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM SEP 21 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
SEP 20 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 5 - 1966
FOR FILING

I-405-8 (13) 302
6832

October 3, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Sir:

Attached are Certification of Consultant forms for the consultant contracts with Herman Adalist and Associates, Inc., Seattle, Washington covering inspection of steel fabrication on Federal-aid Project I-405-8(13)302, Contract 6832, N. W. Johnson Street-S. W. Montgomery Street Section of the Stadium Freeway and Project S-552(1), Contract 6868, Bolon Island-Jack Frans Slough Section of Smith River Road, a County FAS Project in Douglas County.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:ja
Attachments (2)

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
Ivan Merchant
L. H. Young

Federal-aid Project I-405-8(13)302
State Contract 6832

CERTIFICATION OF CONSULTANT

I hereby certify that I am the President (title) and duly authorized representative of the firm of HERMAN ADALIST & ASSOCIATES, INC., whose address is 1905 SO. JACKSON ST SEATTLE, WASHINGTON 98144, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Highway Department and the Bureau of Public Roads, U.S. Department of Commerce, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

SEP 27 1966 — Herman Adalist
(Date) — Signature

CERTIFICATION OF STATE HIGHWAY DEPARTMENT

I hereby certify that I am the Chief Engineer (title) of the Highway Department of the State of Oregon, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Bureau of Public Roads, U.S. Department of Commerce, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10/4/66 — Signature
(Date)

Exhibit A

RECEIVED
OCT 3 - 1966
FOR FILING

EI-4(1)-F(12) 3-2
6832

September 30, 1966

Oregon State Highway Commission

Gentlemen:

Steel for structures on the N.W. Johnson Street-S.W. Montgomery Street Section of the Stadium Freeway, which is under contract to Gibbons and Reed, is being fabricated at the Isaacson Iron Works, Seattle, Washington.

In conformance with our standard practice of inspection of steel fabricated outside the State of Oregon, we have negotiated a contract with Herman Adalist and Associates, Construction Inspectors, 1905 S. Jackson Street, Seattle, Washington, to make the necessary tests and inspections. The total of this agreement is not to exceed $2,927. The agreement as negotiated has been approved by the Bureau of Public Roads and is subject to participation as engineering on Interstate highway construction.

I recommend your approval and request authority for the Secretary to execute the agreement in your behalf.

This item will be on the agenda for your meeting October 6.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison
A. E. Johnson

TE:ja bg

RECEIVED
SEP 16 1966
FOR FILING

I-405-8(12) 302

Form CO-121 (11-62) (Prea. by A.O. 206-10)
6832

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 14, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-405-8(12)302
NW. Johnson - SW. Montgomery Section
State Force Order No. 6
Total Estimated Amount of the Order - $3,000
Federal Participation - $2,700
Detour Striping Through Construction Area

Reference is made to Mr. Young's letter dated September 8, 1966, concerning subject order.

We are approving the use of State Forces as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special striping equipment and trained personnel to perform the work most economically.

Striping to be performed should be in conformity to the requirements of the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of paragraph 6d of PPM 21-15.

Requirements for agreed unit prices are being waived due to the temporary nature of this work; therefore, reimbursement is to be made on an actual cost basis. Equipment rental rates will be under the schedule approved by this office for use on force account work. A signed copy of the order is returned herewith.

Enclosure

REFERRED TO Young 9-15-66
BY ASST. STATE HWY. ENGR

RECEIVED
SEP 15 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

Form A-186—SM

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date AUG 22 1966 By
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 06

Project Name N. W. Johnson-S.W. Montgomery Date August 26, 1966

Highway Stadium Freeway & Sunset Highway Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 278-06

**Description of Work To Be Done:**

Detour striping for control of temporary traffic through construction area.

**Location by Station Numbers:**

All detours throughout project.

**Estimate of Quantities and Costs:**

| | |
|---|---|
| Materials | $ 500.00 |
| Labor | 2,000.00 |
| Equipment | 500.00 |
| | $3,000.00 |

Explanation: This order covers the work necessary to mark traffic lanes on all detour alignments for temporary relocation of city streets within this project. State crews will be used for this work because they are more highly trained, equipped and familiar with this type of work. Cost of the work was included in the original project authorization.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $4,288,750.38 |
| Present estimate of project cost, including $ 3,000 for work under this order | $3,717,200.36 |
| Expected under-run (amount) | $ 571,550.02 |
| Expected under-run (per cent) | 4% |

Space to right of this line is for use of Salem office

Submitted by: /s/ William E. Maltby
Resident Engineer

Approval Recommended: /s/ Alfred A. Rear
For Bridge Engineer

Approval Recommended: /s/ A. V. Benidict
Asst. Division Engineer

Approved: /s/ L. H. Young
Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

SEP 14 1966

FOR FILING

EI-405-8 (13) 302

Form CD-121 (11-63) (Prec. by A.O. 204-10)

UNITED STATES GOVERNMENT

# Memorandum

6832

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 2, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson - SW. Montgomery Section, Stadium Freeway
State Force Order No. 5

We are returning the above order unsigned because insufficient support information was forwarded. If you desire Federal participation, please resubmit the order accompanied with a more detailed explanation of this work.

Enclosure

REFERRED TO
Young Wlenel.
By Asst. State Hwy. Engr.
9-14-66

RECEIVED
SEP 6 1966
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-105—5M

STATE FORCES NOT INVOLVED

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

G1-P

APPLYING TO CONTRACT PROJECTS

Order No. 5

Project Name N. W. Johnson - S. W. Montgomery Date August 2, 1966

Highway Stadium Freeway Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 285-05

**Description of Work To Be Done:** Revise and relocate City traffic signals, signs and center stripe for detour signalization for the control of traffic through the project area.

**Location by Station Numbers:**

1. SW 12th @ Main
2. W Burnside @ 14th
3. NW Everett @ 16th
4. NW Glisan @ 16th
5. SW Columbia @ 14th
6. SW Columbia @ 13th
7. SW Jefferson @ 13th
8. SW Jefferson @ 14th
9. SW Salmon @ 14th
10. SW Salmon @ 13th
11. SW Morrison @ 13th
12. SW Morrison @ 14th

**Estimate of Quantities and Costs:** Work to be done by City of Portland crews.

| | | | | |
|---|---|---|---|---|
| 1. | SW 12th & Main | $ 3,253.60 | 9. SW Salmon @ 14th | $ 450.00 |
| 2. | W Burnside @ 14th | 2,000.00 | 10. SW Salmon @ 13th | 750.00 |
| 3. | NW Everett @ 16th | 1,750.00 | 11. SW Morrison @ 13th | 900.00 |
| 4. | NW Glisan @ 16th | 2,600.00 | 12. SW Morrison @ 14th | 550.00 |
| 5. | SW Columbia @ 14th | 300.00 | 13. Interconnect control cables | 1,500.00 |
| 6. | SW Columbia @ 13th | 600.00 | Cost for Signals | $15,703.60 |
| 7. | SW Jefferson @ 13th | 450.00 | Cost for Painting | 1,000.00 |
| 8. | SW Jefferson @ 14th | 600.00 | Cost for Signs | 2,000.00 |
| | | | Estimate Total | $18,703.60 |

Explanation: This Order constitutes the cost of revising the City signal, signing and striping for the City street system detours used to bypass the overcrossing structures. This work will be done by the City of Portland crews. See the attached City of Portland estimate for detailed costs. Cost of the work is included in the contract authorization. Final charges are to be based on actual costs of the work.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . . $14,288,750.36

Present estimate of project cost, including $ 18,703.60 for work under this order $13,717,200.36

Expected under-run / over-run (amount) . . . . . $ 571,550.02

Expected under-run / over-run (per cent) . . . . . 4%

Space to right of this line is for use of Salem Office

Submitted by: /s/ W. E. Maltby, Resident Engineer

Approval Recommended: /s/ John A. Bond for, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ A. V. Benedict Asst., Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

**This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.**

State Printing

STATE COPY

Form A-106—5M

OREGON STATE HIGHWAY DEPARTMENT

# STATE FORCES NOT INVOLVED

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 5

Project Name N. W. Johnson - S. W. Montgomery Date August 2, 1966

Highway Stadium Freeway Contract No. 6832 F. A. Project No. I-405-8(13)302

County Multnomah Prefix 626-1076 Account No. 285-05

Description of Work To Be Done: Revise and relocate City traffic signals, signs and center stripe for detour signalization for the control of traffic through the project area.

Location by Station Numbers:

1. SW 12th @ Main
2. W Burnside @ 14th
3. NW Everett @ 16th
4. NW Glisan @ 16th
5. SW Columbia @ 14th
6. SW Columbia @ 13th
7. SW Jefferson @ 13th
8. SW Jefferson @ 14th
9. SW Salmon @ 14th
10. SW Salmon @ 13th
11. SW Morrison @ 13th
12. SW Morrison @ 14th

Work to be done by City of Portland crews.

Estimate of Quantities and Costs:

| | | | | |
|---|---|---|---|---|
| 1. | SW 12th & Main | $ 3,253.60 | | |
| 2. | W Burnside @ 14th | 2,000.00 | | |
| 3. | NW Everett @ 16th | 1,750.00 | | |
| 4. | NW Glisan @ 16th | 2,600.00 | | |
| 5. | SW Columbia @ 14th | 300.00 | | |
| 6. | SW Columbia @ 13th | 600.00 | | |
| 7. | SW Jefferson @ 13th | 450.00 | | |
| 8. | SW Jefferson @ 14th | 600.00 | | |
| 9. | SW Salmon @ 14th | | $ | 450.00 |
| 10. | SW Salmon @ 13th | | | 750.00 |
| 11. | SW Morrison @ 13th | | | 900.00 |
| 12. | SW Morrison @ 14th | | | 550.00 |
| 13. | Interconnect control cables | | | 1,500.00 |
| | Cost for Signals | | | $15,703.60 |
| | Cost for Painting | | | 1,000.00 |
| | Cost for Signs | | | 2,000.00 |
| | Estimate Total | | | $18,703.60 |

Explanation: This Order constitutes the cost of revising the City signal, signing and striping for the City street system detours used to bypass the overcrossing structures. This work will be done by the City of Portland crews. See the attached City of Portland estimate for detailed costs. Cost of the work is included in the contract authorization. Final charges are to be based on actual costs of the work.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $14,288,750.38 |
| Present estimate of project cost, including $ 18,703.60 for work under this order | $13,717,200.36 |
| Expected under-run / over-run (amount) | $ 571,550.02 |
| Expected under-run / over-run (per cent) | 4% |

Space to Right of this line is for use of Salem Office

Submitted by: /s/ W. E. Maltby, Resident Engineer

Approval Recommended: /s/ John A. Bond for, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ A. V. Benedict Asst., Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

Form E-206—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are [illegible]
JUL 28 1966 G1-P

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name N. W. Johnson - S. W. Montgomery Section Date August 2, 1966

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons & Reed Company F. A. Project No. I-405-8(13)302

Address 6405 N. E. Glisan, Portland, Oregon 97213 Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Remove concrete curb and sidewalk and replace with A/C pavement at southeast corner of 14th and Burnside.

Location by station numbers:

Southeast corner 14th and Burnside.

Estimate of quantities and cost:

| | |
|---|---|
| Labor . . . . . | $ 50 |
| Materials . . . . . | 50 |
| Equipment . . . . . | 100 |
| | $200 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") The 2-lane eastbound Burnside detour enters 14th and Burnside with a right angle turn. The lane width on Burnside is 9+ feet. In order to create a safer free moving entry at this point, the southeast corner of 14th and Burnside is being cut back approximately 5 feet. This work was not included in the Burnside detour design.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization . . . . . | $4,288,750.38 |
| Present estimate of project cost, including $200.00 for work under this order | $3,717,400.36 |
| Expected under-run amount . . . . . | $ 571,350.02 |
| Expected under-run per cent . . . . . | 13% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ William E. Maltby, Resident Engineer

Approval Recommended: /s/ Alford A. Rear for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ A. V. Benedict Asst. Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

BP-8131/784

Young 8-29-66

Form E-[illegible]

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required
Date 10 1966 By [illegible]
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name N.W. Johnson-S.W. Montgomery Section Date July 28, 19 66

Highway Stadium Freeway Contract No. 6832

County Multnomah Prefix 626-1076

Contractor Gibbons and Reed Company F. A. Project No. I-405-8(13)302

Address 6405 N.E. Glisan, Portland, Oregon 97213 Order No. 1

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:** Detour signing - To construct, install and furnish detour and temporary signing, lights, barricads and other traffic delineators for routing traffic over detours and through the project. These signs, etc., to consist of those for which State Highway Department has obligation to control and pay for in order to achieve consistant uniformity as described in the Oregon State Highway Department Specifications and Special Provisions and not included as special contract bid items.

1. Percentage allowed contractor is in accordance with the executed contract.
2. Maximum rental rates are in agreement with current AGC contract.

**Location by station numbers:**

Throughout project detours as required.

**Estimate of quantities and cost:**

| | |
|---|---|
| Materials | $ 3,500 |
| Labor | 4,000 |
| Equipment | 2,500 |
| Total | $10,000 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")** Detour signing to be as described in contract specifications and not covered by contract special provisions or bid items. Due to the nature of this work and many variables encountered, this work is better handled by Extra Work Order methods. Costs for the work under this Order were included in the original contract authorization.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem office |
|---|---|---|
| Project authorization | $ 14,288,750.38 | |
| Present estimate of project cost, including $ 10,000 for work under this order | $ 13,717,200.36 | |
| Expected under-run ~~over-run~~ amount | $ 571,550.02 | |
| Expected under-run ~~over-run~~ per cent | 4% | |

Submitted by: /s/ William E. Maltby
W. E. Maltby Resident Engineer

Approval Recommended: /s/ A. V. Benedict
Asst. Division Engineer

Approval Recommended: /s/ Alfred A. Rear
for Construction Engineer or Bridge Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer
Assistant State Highway Engineer or
Office Engineer.

State Printing

L Young 8-25-66

Form 2

PORTLAND TERMINAL RAILROAD COMPANY

OFFICE OF MANAGER

ROOM 209 UNION STATION

PORTLAND OREGON 97209

J. H. JONES
Manager

July 27, 1966

File T-2

Mr. F. D. Klaboe, Assistant State Highway Engineer
State Highway Building
Salem, Oregon 97310

Dear Sir:

Please refer to your letter of May 19, 1966 to Mr. William A. Bowes, Commissioner of Public Works, City of Portland, regarding the removal of spur tracks in N. W. 15th Avenue between Hoyt and Glisan Streets account of construction of the Johnson Street-S. W. Montgomery Street section of the Stadium Freeway:

Your letter to Mr. Bowes indicated that a 48 foot portion of the spur track serving Block 99 need not be removed; however, as the City Council had already passed ordinance 122396 revoking ordinance 88943 which originally authorized the location of this spur track we have been informed by the City Engineer's office that to retain the 48 foot portion of this spur we must make application to the City as though it were for a new installation.

The application requires that we must obtain the consent of the property owners on both sides of the street fronting the spur track location.

Enclosed are six copies of the application form. Would you or the proper official sign all six assent forms and return them to me for further handling.

Thank you very much.

Very truly yours,

J. H. Jones

Manager

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
JUL 29 1966
CONSTRUCTION DIVISION

RECEIVED
JUL 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

APPLICATION FOR A REVOCABLE PERMIT
TO CONSTRUCT SPUR TRACK, ETC.

TO THE COUNCIL:

The undersigned PORTLAND TERMINAL RAILROAD COMPANY, an Oregon corporation

hereby petitionsyour honorable body to grant it a revocable permit to construct a railroad (spur) (~~siding~~) (~~switch~~) on the following described part of N. W. 15th ~~Street~~ (Avenue) in the city of Portland, Oregon.

Beginning at a point 100 feet south of and 17.5 feet west of the Northwesterly corner of Block 99, Couch's Addition, the said point being on the center line and at the end of an existing spur track serving lots 6 and 7 of said Block 99, and authorized by Ordinance No. 19344, thence southerly 48 feet to a point 17.5 feet westerly from and measured at right angles to the West line of Block 99.

There is attached to this application and made a part hereof the assent in writing of the owners of a majority part in extent of the lots or tracts of land fronting on each side of that portion of said ~~street~~ (avenue) on which it is desired to construct said railroad (spur) (~~siding~~) (~~switch~~), together with a plan drawn to scale upon which is shown the portion of said ~~street~~ (avenue) desired for said use, and the property lines and ownership of all of the property abutting upon each side of the portion of said ~~street~~ (avenue) sought to be subjected to said use.

PORTLAND TERMINAL RAILROAD COMPANY
APPLICANT

BY H. L. Jones
Manager

ASSENT OF PROPERTY OWNERS TO
CONSTRUCTION OF SPUR TRACK, ETC.

We, the undersigned, comprising more than 50% of the owners of the property abutting upon the East and West sides of that certain portion of N. W. 15th ~~Street~~ (Avenue) in the city of Portland, Oregon; and we, the owners of more than 50% of the property abutting upon the East and West sides of said portion of said ~~street~~ (avenue), and which portion is described as follows:

Beginning at a point 100 feet south of and 17.5 feet west of the Northwesterly corner of Block 99, Couch's Addition, the said point being on the center line and at the end of an existing spur track serving lots 6 and 7 of said Block 99, and authorized by Ordinance No. 19344, thence southerly 48 feet to a point 17.5 feet westerly from and measured at right angles to the West line of Block 99.

do hereby assent and agree to the construction of a railway (spur) (~~siding~~) (~~switch~~) track thereon for such period of time, and upon such terms and conditions as the Council of said city may grant to PORTLAND TERMINAL RAILROAD COMPANY

the applicant therefor; provided, that such permit shall at all times be and remain subject to revocation in the sole discretion of the council.

| DATE | NAME | ADDRESS | LOT | BLOCK | ADD'N |
|---|---|---|---|---|---|
| | OLSEN ROE TRANSFER COMPANY | | 3 | 99 | COUCH'S ADD. |
| | 1438 N. W. Hoyt Street | | | | |
| | | | | | |
| | By: | | | | |
| | Title: | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | THE STATE OF OREGON | | All | 100 | COUCH'S ADD. |
| | | | | | |
| | By: J B Klaboe | | | | |
| | Title: Assistant State Highway Engineer | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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RECEIVED
JUL 21 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-405-8(13)302

6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 19, 1966

Pacific Power and Light Company
Public Service Building
Portland, Oregon 97204

ATTENTION: Mr. R. A. Martin
Property Department Manager

Re: Utility Conduits on Structures
N. W. Johnson-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County
Project No. I-405-8(13)302
Contract No. 6832
YOUR FILE: PD-9-PO-19

Gentlemen:

This is to acknowledge the receipt of your check in the amount of $3,500.00 for the installation of Utility conduits on structures on this section, as we agreed in previous correspondence. This check has been sent to our Accounting Division for processing.

Please contact our contractor, Gibbons & Reed Construction Company, and arrange with him for the installation and inspection of these conduits.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RMF:bjm

cc: Tom Edwards
I. D. Merchant
C. H. Maison
A. E. Johnson
Wm. Maltby
Jack Hesla

NOTED
TOM EDWARDS

RECEIVED
JUL 22 1966
OFFICE OF

RECEIVED
JUL 27 1966
FOR FILING

EI-405-8(13)302

Form CD-121 (11-63) (Pres. by A.O. 206-10) UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 14, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

NOTED
R. L PORTER

SUBJECT: Oregon Project I-405-8(13)320
Temporary Detour Lighting, City of Portland
NW. Johnson - SW. Montgomery Street Section

P.S. & E. documents submitted with Mr. Litchfield's July 1, 1966 letter for temporary detour lighting on the subject project have been reviewed and are hereby approved. You are authorized to proceed effective this date under a continuing contract for installation of these facilities similar in type to utilities in accordance with PPM 21-6.2.

The work is specifically explained in the City of Portland's June 16, 1966 letter to Mr. Jack Hesla, your Utilities Liaison Engineer. The city's estimate of cost is $1,120.05, and appears reasonable.

REFERRED TO

By Assr. State Hwy. Engr.

7-19-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 7 1966
FOR FILING

Form CD-421 (11-63) (Prea. by A.O. 206-10) UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 30, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302, NW. Johnson - SW. Montgomery Street
City of Portland Utility Adjustment (Water Facilities)

NOTED
F.B. KLABOE

Our memorandum dated April 11, 1966 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

The agreement between the above-mentioned City and the State Highway Commission dated April 13, 1962 covering utility adjustments and traffic control measures was approved by this office on July 9, 1962. We now approve your Staff Attorney's letter dated March 22, 1966, as well as the plans and estimate for that portion of city-owned adjustments within city limits furnished with Mr. Litchfield's letter dated June 16, 1966, subject to adequate explanation and/or justification of the following items:

1. The necessity for a 16-inch steel main on Alder Street which replaces the existing 6-inch main through the structure and then connects back to the existing 6-inch main at the north end of the structure.

2. The reason for the concrete vault and 30-inch gate at 12th Avenue and Clay Street.

3. The estimate includes the installation of a concrete vault with a 30-inch gate and a 4-inch air valve (not shown on the plans) at 14th Avenue and Jefferson Street, whereas the plans indicate the same type installation (not included in the estimate) at 12th Avenue and Jefferson Street.

Our program memorandum dated October 13, 1965 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with

(more)

REFERRED TO
By Asst. State Hwy Engr
7-6-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

actual adjustments for the above-mentioned city-owned utility adjustments effective on this date. Approval and reimbursement for the eligible portion of the work is subject to justification of the items listed above, the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto, and the certification required by IM 30-2-66 as a condition precedent to Federal reimbursement.

RECEIVED
JUN 27 1966
FOR FILING

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

FT-U15.8(13)302
6432

G. J. LINDSTEDT
CHIEF OF OPERATIONS
NORMAN R. DRULARD, P. E.
CITY ENGINEER

# CITY OF PORTLAND
## OREGON

Oregon 21, 1966

REFERRED TO
[illegible]
BY ASST. STATE HWY. ENGR.
6-27-66

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: F. B. Klaboe,
Asst. State Highway Engineer

Dear Sir:

Your letter of May 19, 1966 to Commissioner Bowes (and referred to this office) requests permission that a 48-foot length of spur track, on N. W. 15th Avenue near N. W. Glisan Street,be allowed to remain in place.

We have notified Mr. Dick Thomas of the Portland Terminal Railroad Company that the above request is agreeable to this office. This section of spur track was covered by Ordinance Number 88943, but since Ordinance Number 88943 has recently been repealed, we have also informed Mr. Thomas that it will be necessary to institute the usual proceedings involving a spur track and that a new ordinance will be passed to cover the 48-foot section which will be serving Olsen Road Transfer Company.

If you desire further information on this, please contact William S. Lind, 228-6141, Extension 415.

Very truly yours,

N. R. DRULARD, P.E.

City Engineer

WSL:tl

RECEIVED
JUN 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 14 1966

FOR FILING

Form CD-121 (11-62) (Procs. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 9, 1966

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302
N. W. Johnson - S. W. Montgomery Section
Grading, Paving, Structures, Illumination, Traffic Signals and Signing

As requested in Mr. Young's letter of June 1, 1966, advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of May 23, 1966, in the award of contract No. 6832 to Gibbons & Reed Company of Salt Lake City, Utah, low bidder in the amount of $12,321,886.45 at the May 19, 1966 bid opening.

Mr. Litchfield's March 30, 1966 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our April 11, 1966 letter authorizing advertising, authorization to proceed with all reimbursable utility adjustments is still being withheld until plans and detailed estimates are furnished to and approved by this office except for the fire alarm adjustment for the City of Portland, which was approved April 21, 1966.

REFERRED TO
- Litchfield
BY STATE HWY. ENGR.
6-15-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 28 1966
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 3110

ET-405-8(13)302
6832

June 8, 1966

Mr. Ray Smith
Auditor
City of Portland
City Hall
Portland, Oregon

Agenda Item
4 P
6-2-66

Dear Mr. Smith:

We are enclosing for your records two fully executed copies of an Agreement for installation of illumination on S. W. Montgomery-N. W. Johnson section of the Stadium Freeway in Multnomah County.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosures

cc: F. B. Crandall

RECEIVED
JUN 9 - 1966
COMMISSIONERS
GERALD JOHNSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FOR FILING

EI-405-8(13)302

6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 7, 1966

Portland General Electric Company
621 S. W. Alder Street
Portland, Oregon 97205

ATTENTION: Mr. C. E. Robertson

Re: Utility Conduits on Structures
N.W. Johnson-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County
Project No. I-405-8(13)302
Contract No. 6832

Gentlemen:

The successful bidder, Gibbons and Reed and Co., has bid a lump sum of $9,125.00 for the installation of utility conduits on all structures on this project. The breakdown of this bid is as follows:

| | | |
|---|---|---|
| N.W. Glisan St. Bridge | #9276 | $ 200.00 |
| N.W. Couch St. Bridge | #9278 | 225.00 |
| 14th Ave. and Alder St. Bridge | #9282 | 1,400.00 |
| S.W. Morrison St. Bridge | #9283 | 250.00 |
| S.W. Yamhill St. Bridge | #9284 | 250.00 |
| S.W. Taylor St. Bridge | #9249 | 200.00 |
| S.W. Salmon St. Bridge | #9250 | 300.00 |
| S.W. Jefferson St. Bridge | #9252 | 2,600.00 |
| S.W. Columbia St. Bridge | #9253 | 2,500.00 |
| N.W. Everett St. Bridge | #9277 | 1,200.00 |
| | Total | $9,125.00 |

If this meets with your approval please remit a check, at your earliest convenience, in the amount of $9,125.00 so that we may proceed with this work.

Very truly yours,

F. D. Morgan
Construction Engineer

By

Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

RMF:bjm

cc: Tom Edwards
I. D. Merchant
C. H. Maison
L. H. Young
A. E. Johnson
Wm. Maltby
Jack Hesla

RECEIVED
JUN 8 1966
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
JUN 9 - 1966
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FILE COPY

EI-405-8(13)302

6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 7, 1966

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas Street
Portland, Oregon 97212

ATTENTION: Mr. J. W. DeYoung, Jr.

Re: Utility Conduits on Structures
N.W. Johnson-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County
Project No. I-405-8(13)302 - Contract No. 6832

Gentlemen:

The successful bidder, Gibbons and Reed and Co., has bid a lump sum of $7,000.00 for the installation of utility conduits on all structures on this project. The breakdown of this bid is as follows:

| | | |
|---|---|---|
| N.W. Everett St. Bridge | #9277 | $1,700.00 |
| 14th Ave. and Alder St. Bridge | #9282 | 1,500.00 |
| S. W. Morrison St. Bridge | #9283 | 200.00 |
| S. W. Salmon St. Bridge | #9250 | 200.00 |
| S. W. Jefferson St. Bridge | #9252 | 1,700.00 |
| S. W. Columbia St. Bridge | #9253 | 1,700.00 |
| | Total | $7,000.00 |

If this meets with your approval please remit a check, at your earliest convenience, in the amount of $7,000.00 so that we may proceed with this work.

Very truly yours,

RMF:bjm

F. D. Morgan
Construction Engineer

By

Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

NOTED
TOM EDWARDS

cc: Tom Edwards
I. D. Merchant
C. H. Maison
L. H. Young
A. E. Johnson
Wm. Maltby
Jack Hesla

RECEIVED
JUN 8 1966
OFFICE OF
STATE HIGHWAY ENGINEER

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JUN 9 - 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-405-8(13)302
6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 7, 1966

Pacific Power and Light Company
Public Service Building
Portland, Oregon 97204

ATTENTION: Mr. R. H. Salloe

Re: Utility Conduits on Structures
N.W. Johnson-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County
Project No. I-405-8(13)302
Contract No. 6832

Gentlemen:

The successful bidder, Gibbons and Reed and Co., has bid a lump sum of $3,500.00 for the installation of utility conduits and steam lines on all structures on this project. The breakdown on this bid is as follows:

| | | | |
|---|---|---|---|
| S.W. Morrison St. Bridge | #9283 | Conduit | $ 200.00 |
| N.W. Glisan St. Bridge | #9276 | Conduit | 200.00 |
| S.W. Jefferson St. Bridge | #9252 | Conduit | 1,100.00 |
| S.W. Columbia St. Bridge | #9253 | Conduit | 1,200.00 |
| S.W. Morrison St. Bridge | #9283 | Steam line | 400.00 |
| S.W. Yamhill St. Bridge | #9284 | Steam line | 400.00 |
| | | Total | $3,500.00 |

If this meets with your approval please remit a check, at your earliest convenience, in the amount of $3,500.00 so that we may proceed with this work.

Very truly yours,

F. D. Morgan
Construction Engineer

By

Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

NOTED
TOM EDWARDS

RMF:bjm

cc: Tom Edwards
I. D. Merchant
C. H. Maison
L. H. Young
A. E. Johnson
Wm. Maltby
Jack Hesla

RECEIVED
JUN 8 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Form CO-121 (11-63) (Prescribed by A.O. 206-1b)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 2, 1966

In reply refer to: 08-35-EC

FROM : W. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-405-8(3)302 and I-405-8(13)302
Stadium Freeway - File 33887
PGE - Flanders Street Substation

Mr. Porter's March 31, 1966 letter indicated that Portland General Electric Company's utility relocation on the subject projects is to be agreed to by way of just compensation for the taking of the Flanders Street substation and the land owned by the company. You were authorized to proceed with the understanding that eligibility would be determined based on additional supporting data which may be necessary for you to furnish.

During a May 26, 1966 conference with your right of way and utility representatives, Mr. James Carney of our Washington office outlined additional information which would be needed for the determination. This included the normal second appraisal of the equipment, description and estimate or the actual cost of the move actually being accomplished by PGE and justification for exceeding the high appraisal on the land.

You should continue to code the item as nonparticipating until our Washington office makes the final determination as to the amount of the cost that is eligible based on the supplementary information to be furnished.

REFERRED TO
Richfield Young
By Asst. State Hwy. Engr.

Mason Mechring

NOTED
R N CHASE

RECEIVED
JUN 7 1966
OFFICE ENG'NEERING

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 2 - 1966
FOR FILING

E1-405-8(13)302
6832

June 1, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Confirmation of your tentative concurrence as of May 23, 1966 is requested in the award of contract for the N.W. Johnson-S.W. Montgomery Section, Project No. I-405-8(13)302.

The contractor receiving the award is Gibbons and Reed Co. of Salt Lake City, Utah in the amount of $12,321,886.45 with the contract No. 6832 assigned. This bid was received on May 19, 1966 and awarded May 23, 1966.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our proposal regarding nondiscrimination in employment as required by Bureau of Public Roads PM 20-4-64.

All rights of access, including utilities, to or from abutting property are either (1) denied by law, (2) have been acquired, or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility work not included as part of the construction contract to be undertaken and completed without conflicting or delaying the State's contractor's operations with the exception of the following: It is noted in our special provisions that there will be a delay in access to Portland General Electric's Flanders Street substation site until July 15, 1966. Approval of this restriction was given as of March 31, 1966 subject to a later determination of eligibility and participation in properly approved time extensions will be eligible if delays should occur beyond July 15, 1966.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:lt

RECEIVED
MAY 31 1966
FOR FILING

ET 402-8(13) 34 a

May 27, 1966

Oregon State Highway Commission

Gentlemen:

A State-City agreement has been prepared covering the installation of illumination on the S. W. Montgomery-S. W. Johnson Section of the Stadium Freeway.

This agreement has been executed by the City of Portland and provides that the State shall do the work at an estimated cost of $144,000 and maintain the luminaire units after installation. The City is to pay for all electrical energy consumed. This installation is a part of the overall construction project on this section of highway and will be charged to Interstate Funds.

I recommend your approval and request authority for the Secretary to sign the agreement for and on your behalf.

This matter will be on the agenda for your consideration at the June 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
F. B. Crandall
E. S. Hunter
C. H. Maison
H. S. Cox
L. H. Young
R. H. Bothman A. E. Johnson FBC:njc bg

RECEIVED
JUN 1 1966
FOR

COMMISSION
ALBIN W. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

EI-405-B(13)202
67

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 23, 1966

Gibbons and Reed Company
P. O. Box 2429
Salt Lake City, Utah

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 6832 for the following project:

Grading, paving, structures, signing, traffic signals and illumination on the N. E. Johnson-S. W. Montgomery Section of the Stadium Freeway in Portland, Multnomah County.

This award was based on your bid of $12,321,886.45 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: F. D. Morgan
L. M. Young
C. D. Matthis (SIAC)
I. D. Marchant

RECEIVED
MAY 23 1966
FOR FILING

May 20, 1966

Mr. J. Malcolm McMinn, Director
Facilities Planning and Operations
Portland State College
Post Office Box 751
Portland, Oregon 97207

616
-115

Dear Mr. McMinn:

Re: S.W. Montgomery-S.W. Broadway
Section, Stadium Freeway
Multnomah County

This is in answer to your letter dated May 2 requesting additional information on areas where over-building the freeway might be permitted.

Our Bridge Division has estimated that approximately 500 lineal feet of cover could be placed over the freeway without providing other than "natural ventilation". The width of the cover could extend from the top of the cut slopes on either side. The only portion of this section of freeway that would fit such dimensions is a 500-foot strip between 10th Avenue and a point midway between 11th and 12th Avenues. The section referred to lies approximately between the Engineer's centerline stations 461+00 and 466+00. Please do not construe this letter to mean the Highway Department would necessarily recommend or approve such a plan.

It is hoped this information will be of value to you in your planning.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor Wolfe
F. D. Morgan
Ivan Merchant
H. S. Cox
A. E. Johnson
L. W. Rulien

ADO:jp srb

PORTLAND STATE COLLEGE
P. O. BOX 751 • PORTLAND, OREGON 97207 • 226-7271
OFFICE OF BUSINESS AFFAIRS • FACILITIES PLANNING AND OPERATIONS

May 2, 1966

RECEIVED
MAY 3 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. F. B. Klaboe
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Subject: Montgomery-Broadway Section, Stadium Freeway,
Multnomah County

Dear Mr. Klaboe:

Thank you for your letter of April 4 which spelled out the requirements for submitting a formal proposal of overbuilding of the Stadium Freeway.

We are considering at least three possibilities for use of the air space, however, before we can attempt to firm up a program and an ensuing proposal, we would like to have your staff evaluate the requirements as set forth in paragraph six of Instructional Memorandum 21-3-62 which you attached. That paragraph relates to the linear limits of structures to permit adequate natural ventilation. Specifically, we would like to have your indication of the approximate linear structure that could be accommodated in the section between Twelfth Avenue and the Park Blocks, and the corresponding limits of the width of that structure to provide for "natural ventilation." I realize that total enclosure from one side of the right-of-way to the other may limit the linear limits. I am trying to determine if a combination of "sides" with end openings would serve to maximize the total square foot area of overbuilding.

Very truly yours,

J. Malcolm McMinn, Director
Facilities Planning and Operations

JMM:js

Routing
Morgan
Docker
Bond
Barbee
Walker
Glenn
Swan
Pease

RECEIVED
MAY 3 1966
OREGON
STATE HIGHWAY COMMISSION

## INDEX OF SHEETS

| NO. | DESCRIPTION |
|---|---|
| | Title Sheet |
| 2B,2C | Typical Sections |
| 2E | Misc. Details |
| 2G & 2H | Pipe Data & Summary |
| | Continuously Reinforced Concrete Pavement |
| 3B,3BS,3C | Plan |
| 3E,3F,3G,3H,3HS | |
| 4B,4C | |
| 4F | Profile |
| | Plan |

Nos.
2077-Misc. Details
2094-Guard Rail
2119-Barricade
2070-P.C.C. Pavement
2050, 2050A } Manholes
2105-Concrete Inlets
2051-Misc. Details
2106-Guide Posts
2117-Chain Link Fence
IR-2-2086-Elec. Conduit
20501, 20502, 20629, 20503-20525 Incl. } Sunset Interchange Structures & Retaining Walls
20601-20621 - S.W. 12th Ave. Uxing & Retaining Walls
20325-20339, 20622-20625 } S.W. Park Ave. Uxing & Retaining Walls
20626, 20627 & 20628-Retaining Walls
20432, 20012, 20341, 20342, 14660 & B-26 } Standard Drawings (Structures)
15927-Detour Bridge
S-392, S-393, S-394, S-395, 20667-20678 Incl. } Signing
9-1-S-9 Incl. S-16 & S-17
2002, 1475, 1479-Illumination

STATE OF OR

# STATE HIGHWAY D

PLANS FOR PROPOSED

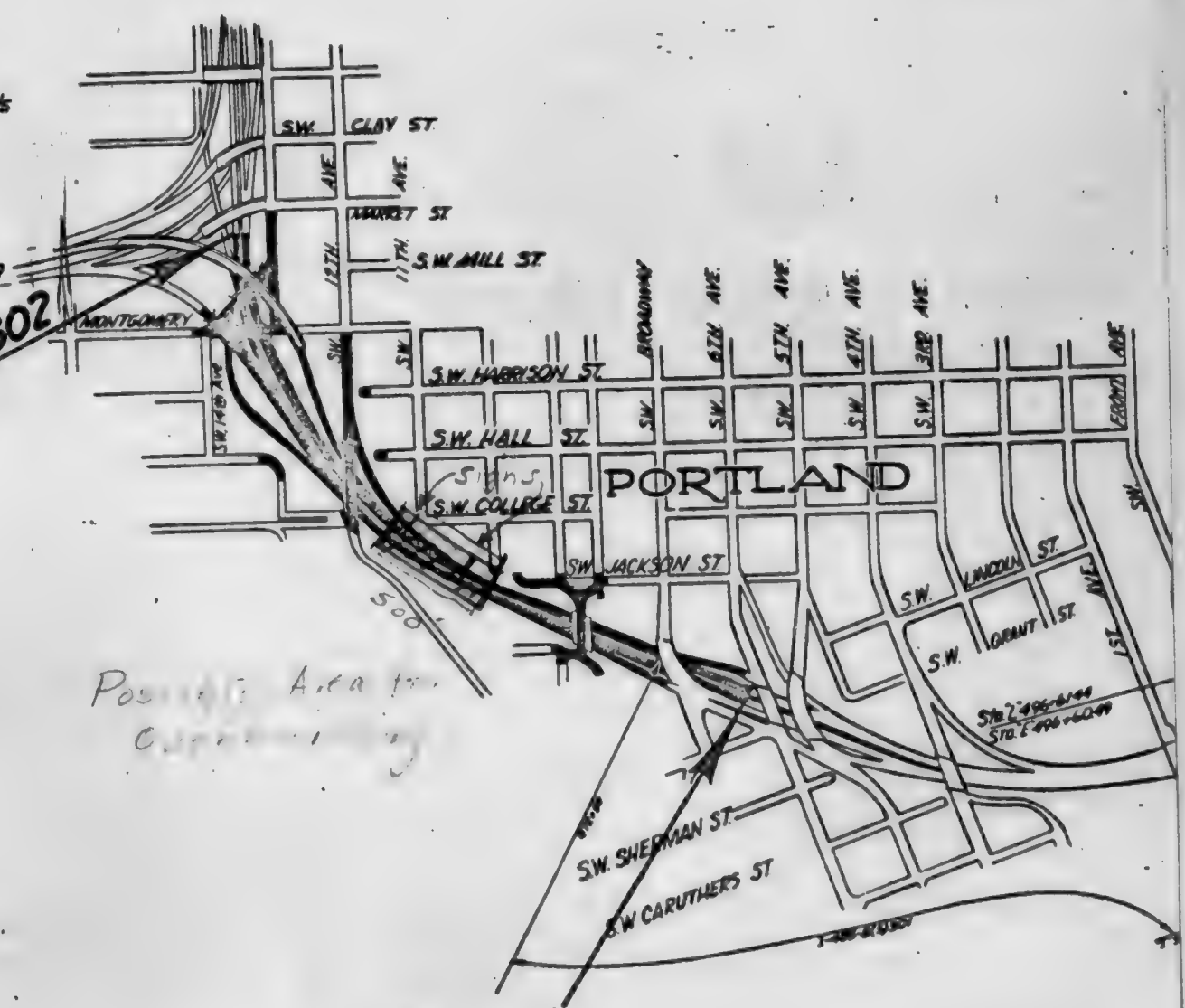
GRADING, PAVING, STRUCTURES, SIGN

# S.W. MONTGOMERY-S.W.

## STADIUM FREEWAY

MULTNOMAH C

APRIL, 196




BEGINNING OF PROJECT I-405-8(9)302
STA. 448+00

END OF PROJECT I-405-8(9)302
STA. 477+00

56'-00"

Sketch Map
Scale 0 400 800 Ft.

RECEIVED
APR 5 - 1966
FOR FILING
Const
Projects
Public Transit
Stadium
6.16

April 4, 1966

Mr. J. Malcolm McKinn
Director
Facilities Planning and Operations
Portland State College
Post Office Box 751
Portland, Oregon 97207

Dear Mr. McKinn:

Re: Montgomery-Broadway Section, Stadium Freeway, Multnomah County

This is in answer to your letter of March 17 to Metropolitan Engineer A. E. Johnson concerning the possibility of overbuilding the Stadium Freeway between 12th Avenue and the Park Block.

Enclosed is a copy of the Bureau of Public Roads' Instructional Memorandum 21-3-62 entitled: "Use of Air Space on the Interstate System". This sets forth what criteria must be adhered to and in what manner the State Highway Department must present the plan. Please note Item 3, Page 2 in reference to vertical clearance. In this section of freeway there are three sign locations which would have to be cleared vertically.

When you are in a position to present a proposal to us, following the procedure contained in the enclosed memorandum, we will then be in a position to present the plan to the Bureau of Public Roads and can expect action on their part as to the individual case.

There is no reason to believe that, so long as all standards are met, you would not be permitted to overbuild the Stadium Freeway.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
H. S. Cox
A. E. Johnson
L. W. Rulien

DNS:jp arb

Enclosure

FORM E-30 50M 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 30, 1966

SUBJECT: Montgomery-Broadway Section
Stadium Freeway
Multnomah County

To:

Mr. F.B. Klaboe
Assistant State Highway Engineer
Building

As requested by your letter of March 28, this office has studied the possibility of Portland State College being permitted to overbuild the freeway between 12th Avenue and the Park Block.

There is approximately 1100 feet of open freeway between these streets. Due to the grade of the 12th Avenue off ramp, it would appear that about 1000 feet of this distance is usable for any overbuilding. This same area contains three sign locations which would have to be cleared vertically. Our Bridge Division informs us that approximately the length of one city block can be covered without providing any lighting or ventilation.

Enclosed is a copy of the Bureau's Instructional Memorandum 21-3-62 on use of air space. This sets forth the method by which approval may be obtained to overbuild a freeway. This memorandum should be included with the letter to Mr. McMinn. So long as all criteria are met, it would seem that some 1000 feet of freeway is available to the College for construction over our freeway.

A plan sheet is enclosed for your reference along with a suggested rough draft to Mr. McMinn.

F.D Morgan
Construction Engineer

By D.J. Barbee

D.J. Barbee
Assistant Construction Engineer

DNS:jp
Enclo.

RECEIVED
APR 1 1966
OFFICE OF
STATE HIGHWAY ENGINEER

1111

PORTLAND STATE COLLEGE
P. O. BOX 751 • PORTLAND, OREGON 97207 • 226-7271
OFFICE OF BUSINESS AFFAIRS • FACILITIES PLANNING AND OPERATIONS

March 17, 1966

Mr. A. E. Johnson
Metropolitan Engineer
State of Oregon Highway Department
5821 N. E. Glisan
Portland, Oregon 97213

Dear Mr. Johnson:

Following your discussion with Mr. Myllenbeck of our staff on March 16, 1966, we have further examined the question of overbuilding a portion of the Foothills Freeway adjacent to the College. It is noted that the portion in which the College is interested lies between the Southwest Park overpass and the Southwest 12th Avenue ramp. Other portions of the Foothills Freeway seem to be eliminated from consideration because of the existence of or planned on and off ramps.

Portland State College is now investigating it's long range need for site; anticipated growth necessitates evaluation of available property for site expansion. The possible use for the area over the freeway is outdoor physical education space, additional parking facility, or building site. In these terms we now formally request an opinion of the State Highway Commission as to the possibility of overbuilding the freeway. If encouragement is received from the Commission, our staff, together with competent engineers, would prepare a formal proposal for the use of this space. There is no doubt of the potential of the space.

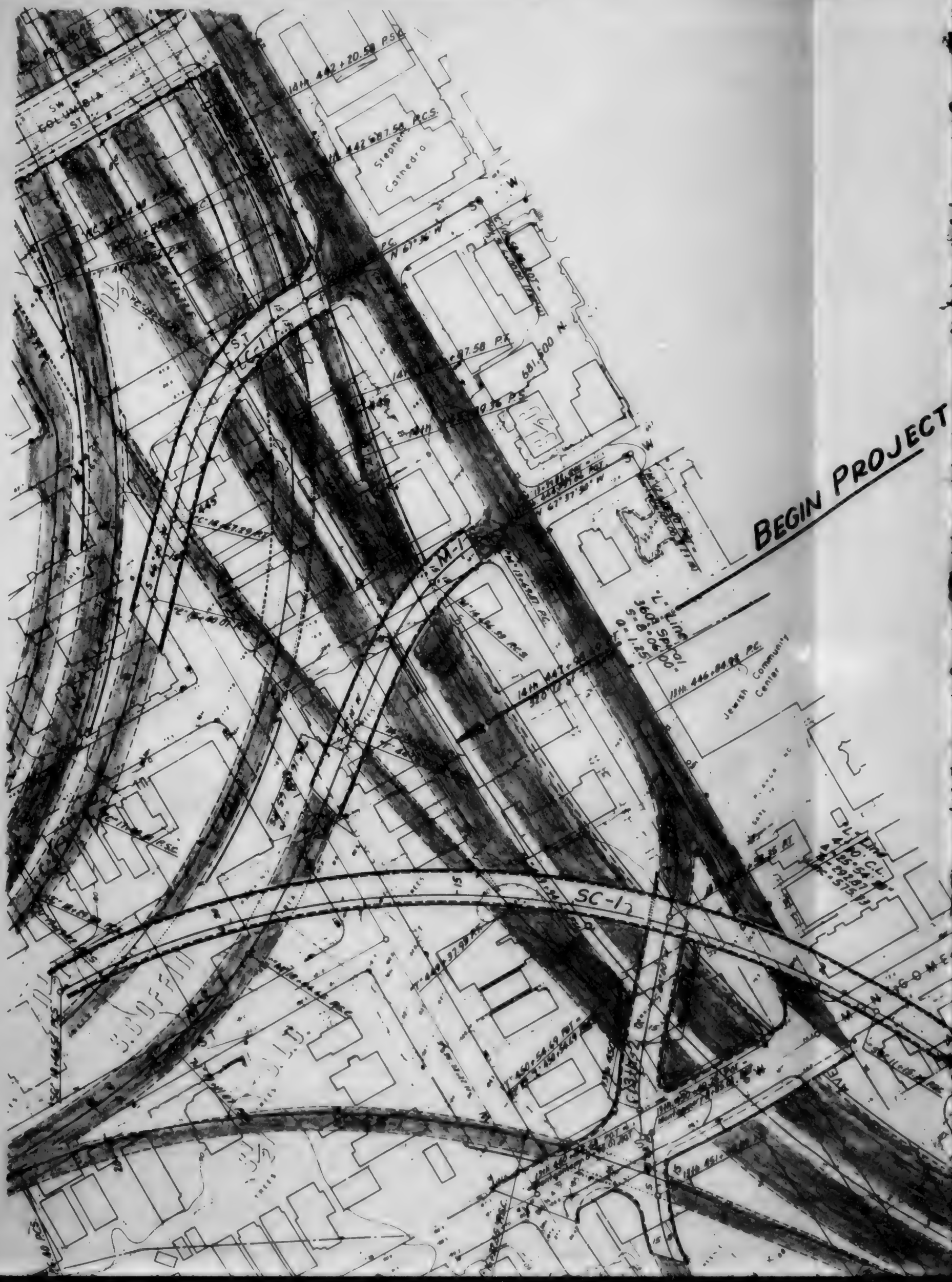
I wish to thank you for the courtesy your office has shown us in the past and the assistance you gave Mr. Myllenbeck.

Very truly yours,

J. Malcolm McMinn, Director
Facilities Planning and Operations

JMM:js

METROPOLITAN ENGINEER
RECEIVED
MAR 18 1966
HIGHWAY DEPT.


SW COLUMBIA ST.
14th 442+20.58 P.S.C.
14th 442 68 7.58 P.C.S.
Stephen
Cathedral
P.C.
N 67° 30' W
ST.
SC-1
14th
687.58 P.T.
681.600 N
10.36 P.S.
W
N 67° 57' 30" W
BEGIN PROJECT
360' Spiral
S=8.0000
0=1.25°
M-1
14th 447+98.98 P.C.
Jewish Community Center
SC-17
14th 450+54.69 P.T.
14th 451+
SAN

# CURVE TABLE

| Curve | Degree | Ta | Ts1 | Ts2 | Lmc. | L. Sp1 | S | Q | L.Sp2 | S | Q |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NC-1 | 9° | 78°31'00" | 622.36 | 622.36 | 672.41 | 200 | 9°00' | 4.5 | 200 | 9°00' | 4.5 |
| CN-1 | 9° | 85°14'06" | 688.09 | 688.09 | 747.06 | 200 | 9°00' | 4.5 | 200 | 9°00' | 4.5 |
| C-1 | 28° | 45°54'00" | 92.18 | 152.53 | 93.93 | 140 | 19°36' | 20.0 | — | — | — |
| C-2 | 12° | 34°43'30" | 250.22 | 250.22 | 89.38 | 200 | 12°00' | 6.0 | 200 | 12°00' | 6.0 |
| 14th-1 | 5° | 13°21'00" | 234.25 | 234.25 | 67.00 | 200 | 5°00' | 2.5 | 200 | 5°00' | 2.5 |
| 14th-2 | 5° | 12°58'00" | 130.22 | 130.22 | 259.33 | — | — | — | — | — | — |
| M-1 | 28° | 38°12'30" | 77.30 | 135.56 | 66.46 | 140 | 19°36' | 20.0 | — | — | — |
| M-2 | 12° | 36°52'00" | 260.15 | 260.15 | 107.22 | 200 | 12°00' | 6.0 | 200 | 12°00' | 6.0 |
| T-1 | 2°30' | 17°16'00" | 448.07 | 448.07 | 490.67 | 200 | 2°30' | 1.25 | 200 | 2°30 | 1.25 |
| CS-1 | 8° | 61°54'30" | 592.86 | 592.86 | 453.85 | 320 | 12°48' | 2.5 | 320 | 12°48' | 2.5 |
| CS-2 | 3° | 7°34'00" | 126.29 | 126.29 | 252.22 | — | — | — | — | — | — |
| 13th.-1 | 24° | 41°37'25" | 90.74 | 90.74 | 173.43 | — | — | — | — | — | — |
| 13th-2 | 28° | 16°00'00" | 28.76 | 28.76 | 57.14 | — | — | — | — | — | — |
| 13th.-3 | 28° | 74°48'00" | 160.56 | 225.10 | 197.14 | 140 | 19°36' | 20.0 | — | — | — |
| SC-1 | 8° | 75°56'00" | 660.64 | 660.64 | 749.17 | 200 | 8°00' | 4.0 | 200 | 8°00' | 4.0 |
| SC-2 | 8° | 24°48'00" | 257.92 | 257.92 | 110.00 | 200 | 8°00 | 4.0 | 200 | 8°00' | 4.0 |
| SC-3 | 4°30' | 13°29'25" | 150.59 | 150.59 | 299.97 | — | — | — | — | — | — |
| 12th.-1 | 12° | 45°42'30" | 208.26 | 316.09 | 260.90 | 240 | 14°24' | 5.0 | — | — | — |
| FB-1 | 2° | 7°27'30" | 186.72 | 186.72 | 372.92 | — | — | — | — | — | — |
| FG-1 | 16° | 66°53'00" | 236.49 | 236.49 | 418.02 | — | — | — | — | — | — |
| BF-1 | 18° | 68°32'00" | 320.09 | 320.09 | 180.74 | 200 | 18°00' | 9.0 | 200 | 18°00' | 9.0 |
| SF-1 | 4° | 14°50'00" | 186.46 | 186.46 | 370.83 | — | — | — | — | — | — |
| SF-2 | 36° | 54°44'00" | 92.65 | 165.50 | 62.04 | 180 | 32°24' | 20.0 | — | — | — |
| 6th-1 | 16° | 19°25'00" | 61.26 | 61.26 | 121.35 | — | — | — | — | — | — |
| FS-1 | 10° | 22°04'17" | 111.74 | 111.74 | 220.71 | — | — | — | — | — | — |
| FS-2 | 7° | 29°33'43" | 215.97 | 215.97 | 422.34 | — | — | — | — | — | — |
| FK-1 | 16° | 55°41'00" | 194.76 | 285.71 | 248.02 | 200 | 16°00' | 8.0 | — | — | — |
| FL-1 | 18° | 78°08'30" | 362.32 | 362.32 | 234.12 | 200 | 18°00' | 9.0 | 200 | 18°00' | 9.0 |

"L" Line alignment shown below.

STADIU

| | |
|---|---|
| Point P | SF |
| Point R | SF |
| Point V | SF |
| Point C | SF |
| Point W | SF |
| Point X | SF |
| Point Y | SF |

PROJECT

## STADIUM FREEWAY "P" LINE DATA

| | | | |
|---|---|---|---|
| Point P | SF 35 + 44.21 | 679,171.58 N | 1,440,413.65 E |
| Point R | SF 36 + 92.46 | 679,308.66 N | 1,440,470.10 E |
| Point V | SF 46 + 52.27 | 679,673.86 N | 1,439,582.48 E |
| Point C | SF 51 + 72.21 | 680,154.65 N | 1,439,780.42 E |
| Point W | SF 57 + 32.24 | 680,367.83 N | 1,439,262.55 E |
| Point X | SF 62 + 52.13 | 680,848.59 N | 1,439,460.45 E |
| Point Y | SF 68 + 12.22 | 681,061.84 N | 1,438,942.55 E |

1,440,500 E

One City Block may be covered with no vent. or light. provided

680,000 N.

1,440,000 E

PARK AVE

SW

ST

HALL

IOWA

AVE

BLOCKS

AVE

Shattuck School

ST

"L" Line Part 2

"L" Line Part 1

COLLEGE

PARK

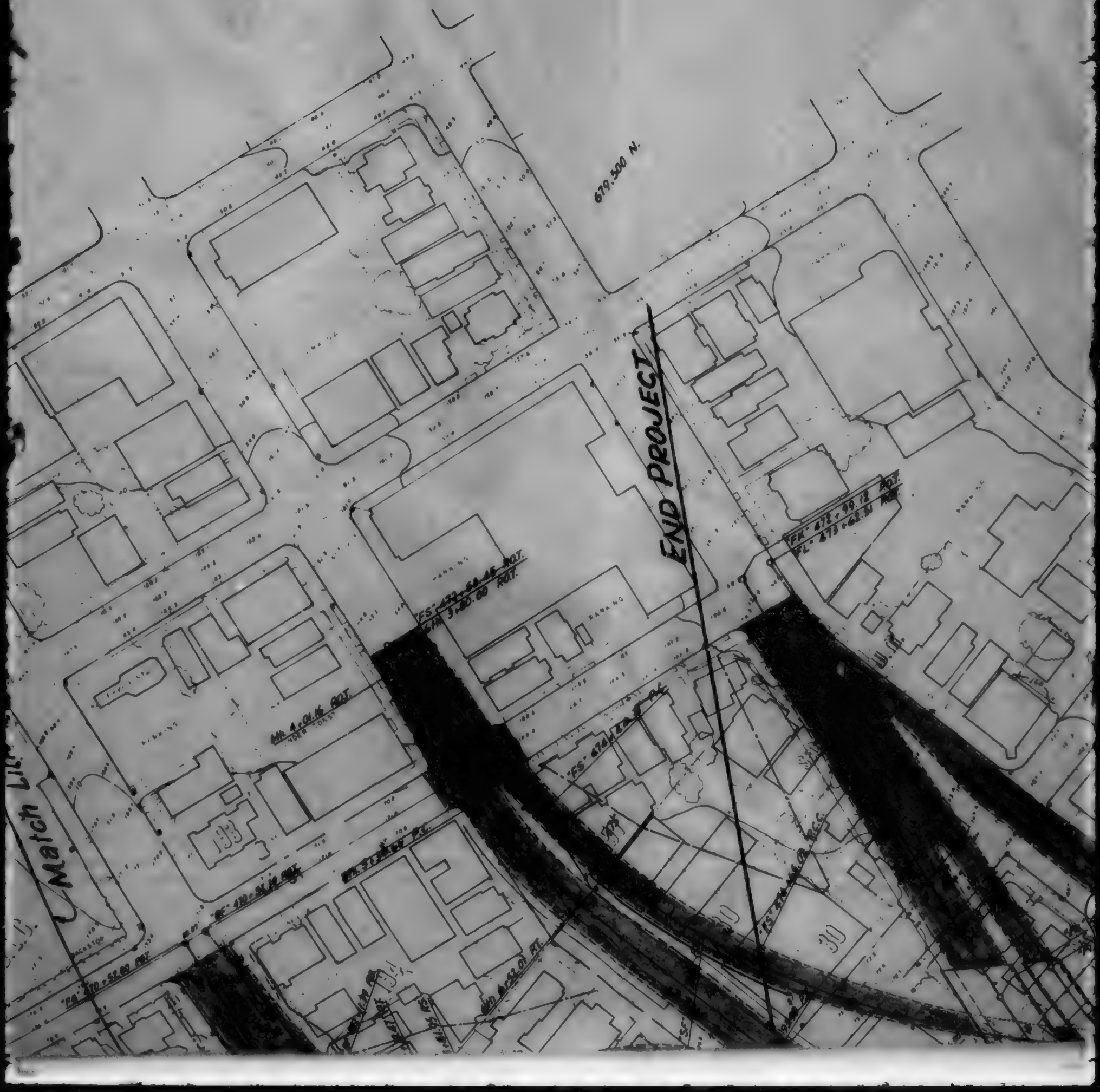
S. COFFEE

D.U.C.

# STADIUM FREEWAY
# MULTNOMAH COUNTY
# CITY OF PORTLAND

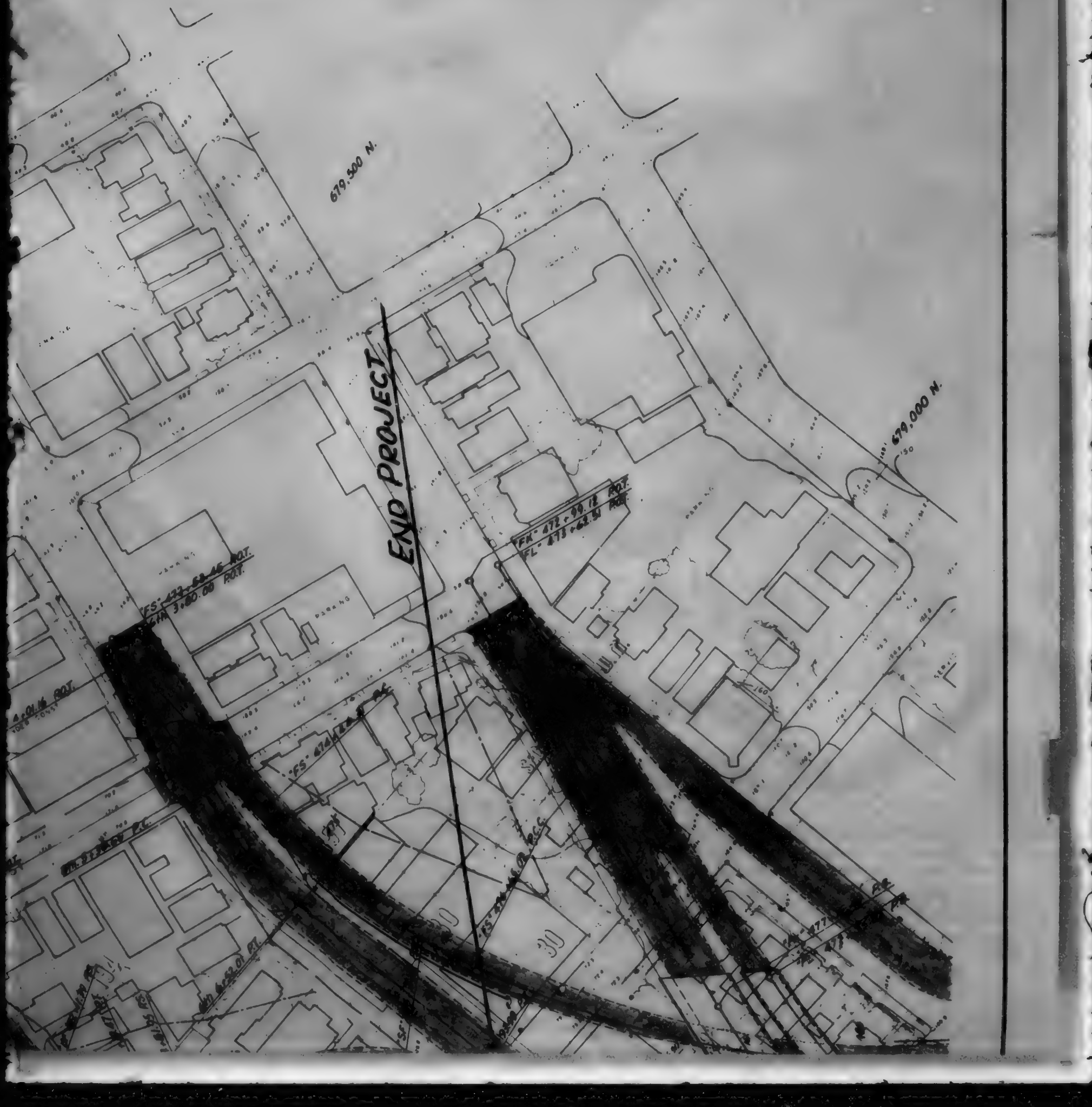
| FED. ROAD Div. No. | STATE | PROJECT NUMBER | FISCA YEA |
|---|---|---|---|
| 8 | OREGON | | |

Standard Interchange Layout Sheet



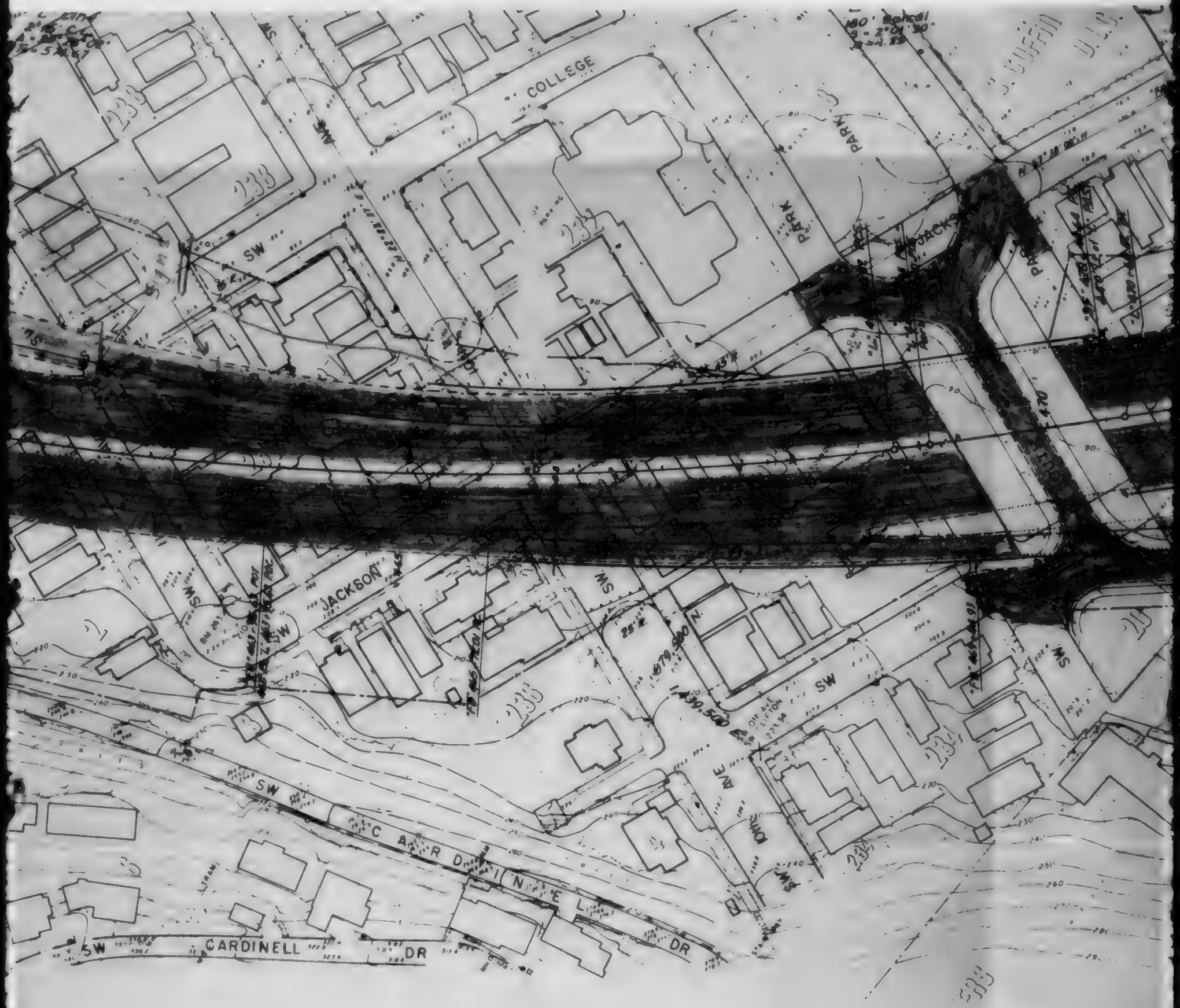
| STADIUM FREEWAY<br>MULTNOMAH COUNTY<br>CITY OF PORTLAND | | | | SHEET No. |
|---|---|---|---|---|
| FED. ROAD Div. No. | STATE | PROJECT NUMBER | FISCAL YEAR | TOTAL SHEETS |
| 8 | OREGON | | | |

Standard Interchange Layout Sheet



MONTGOMERY
Portland Fire Dept
NOV
AVE
Broadway
6th Ave
5th Ave
4th Ave
To Sunset
From Sunset
From 13th Ave.
8M 320 AM 160 PM
4M 640 AM 240 PM
6M 600 AM 600 PM
4M 240 AM 640 PM
25M 2100 AM 3040 PM
29M 3680 AM 2940 PM
23M 3080 AM 1740 PM
27M 3720 AM 1980 PM
6M 600 AM 600 PM
4M 240 AM 640 PM
1975 ADT in Thousand
DHV 1975 During AM and PM as

21 M
3000 AM
1500 PM
From Marquam Br.
To Marquam Br.
21M
1500 AM
3000 PM
12 M
1680 AM
840 PM
From Baldock Fwy.
12 M
840 AM
1680 PM
To Baldock Fwy.
33 M
4680 AM
2340 PM
6M
360 AM
960 PM
33 M
2340 AM
4680 PM
6M
360 AM
960 PM
233
212
120'R
50'R
DRIVING
Thousands
d PM as Indicated




Striping plan of 12TH · Sunset Dr to
be done as a quick down + up
BJR

**NOTE**
See Sheet 2 of 2 for Main Line Section

| DATE | REVISION | BY |
|---|---|---|
| 11-61 | Park Ave. Structure | CMB |
| 12-61 | 12th. Ave. Ramp Alignment | CMB |
| 4-62 | Ext. Nose under Harbor Dr. Str. | CMB |
| 4-62 | Rev. Width "FN" Line | CMB |
| 4-62 | Added Entrance to Urban Ren. | CMB |
| 4-62 | Rev. Spiral Data "A" Line | CMB |
| 7-63 | Rev. "SC" & 12th. Ave. Exits | HWG |
| 1-64 | Added lane to M.L. Sta 446-467 | CH |
| 1-64 | Rev 12th ave & "SC" off ramps | CH |
| | | |
| | | |
| | | |

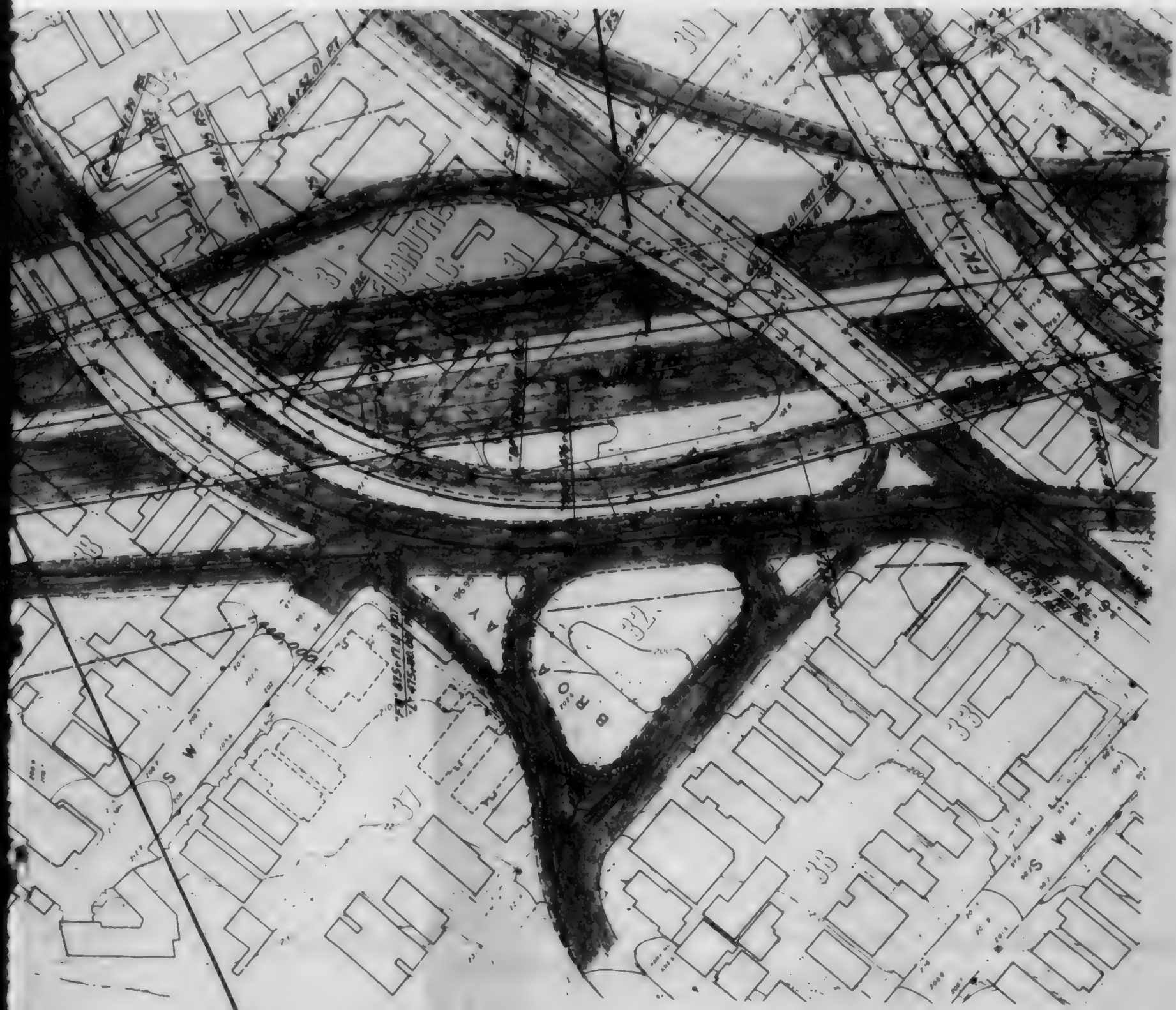
**WEST MARQUAM TO 12TH. STREET**
**PART 1 of 2**
**SCALE 1" = 100'**

MILE POS

Date July 1963 Signature H.W. Gibb

| | | | |
|---|---|---|---|
| Submitted | | | Re |
| Approved | | | Di |
| " | 9/2-63 | | Tra |
| " | 10-29-63 | | Bri |
| " | 8/12/63 | | Co |
| " | 10/31/63 | | |
| " | 1-17-64 | | U |

5 N 4




Sheet 2 of 2 for Main Line Section

| REVISION | BY |
|---|---|
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| Added lane to M.L. Sta 446-467 | CH |
| Rev 12th ave & "SC" off ramps | CH |
| | |
| | |
| | |

WEST MARQUAM TO 12TH. STREET
PART 1 of 2
SCALE 1"=100'

MILE POST

Date July 1963 Signature H.W. Gibbens, Jr.

| | | | |
|---|---|---|---|
| Submitted | | | Resident Engineer |
| Approved | | | Division Engineer |
| " | 9/2/63 | | Traffic Engineer |
| " | 10-29-63 | | Bridge Engineer |
| " | 8/12/63 | | Construction Eng'r. |
| " | 10/31/63 | | Asst. Highway Eng'r. |
| " | 1-17-64 | | U. S. B. P. R. |

5-V-4

RECEIVED
MAR 22 1966

FOR FILING

Court
Project
Marini-Portland
Stadium Fwy

MEMO TO THE FILE

Porter

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
March 17, 1966

SUBJECT: Meeting with Portland State College concerning Overbuilding of the Stadium Freeway

At 2:30 p.m., March 16, a meeting was held with Mr. W. L. Myllenbeck, representing Portland State College, Messrs. A. V. Benedict, J. H. Versteeg and myself, representing the Highway Department, relative to a request from Portland State College to overbuild the Stadium Freeway.

Mr. Myllenbeck stated that they felt that the only area suitable for overbuilding would be that area between S. W. Park Avenue and S. W. 12th Avenue, as this area is the only area which would be span enough to consider usage. It was again pointed out that provisions of the Bureau of Public Roads' Instructional Memorandum 21-3-62 would pertain and that consideration would have to be given to sight distance along the outside of the median for possibility of stalled cars, et cetera. Sufficient height would also have to be obtained for highway signs, et cetera.

It was agreed that any plans for overbuilding the freeway would also be submitted to the City of Portland for approval.

Mr. Myllenbeck would like an expression from the Highway Department as to our attitude relative to overbuilding the above-mentioned area of the Stadium Freeway and, if favorable, he would proceed with a feasibility study considering both costs and proposed usage, and would determine if they would wish to proceed with an application in accordance with BPR Instructional Memorandum 21-3-62.

NOTED
R. L PORTER
NOTED
F. R. KLA[illegible]

Further action by this office will await additional correspondence from Mr. J. Malcolm McMinn, Director of Facilities Planning and Operations, Portland State College.

Original Signed by A. E. Johnson

A. E. Johnson
Metropolitan Engineer

AEJ:ch

cc Mr. F. B. Klaboe
Mr. F. D. Morgan

RECEIVED
MAR 17 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 19 1966

FOR FILING

file copy

May 19, 1966

Olsen Roe Trans Co

Mr. William A. Bowes
Commissioner of Public Works
City Hall, Room 414
Portland, Oregon 97204

Subject: Removal of Spur Tracks in N. W. 15th Ave. between Hoyt & Glisan Sts.
N. W. Johnson St.-S.W. Montgomery St. Sec.
Stadium Freeway
Multnomah County

Dear Mr. Bowes:

With reference to my letter of March 8, 1966, concerning the above subject, Olsen Roe Transfer Co. has requested that a portion of the track which we requested be removed be left in for their use.

It has been determined by our engineers that the 48-foot portion of track colored in blue on the attached Exhibit "A" and covered under Ordinance No. 82943, need not be removed and may be left in place for the further use of Olsen Roe Transfer Co. We would appreciate your amending any requests you may have made to the respective railroad companies for the removal of the track to allow this portion to remain.

Very truly yours,

FORREST COOPER
State Highway Engineer

By
F. B. KLABOE
Asst. State Highway Engineer

FBK:JLS:ja

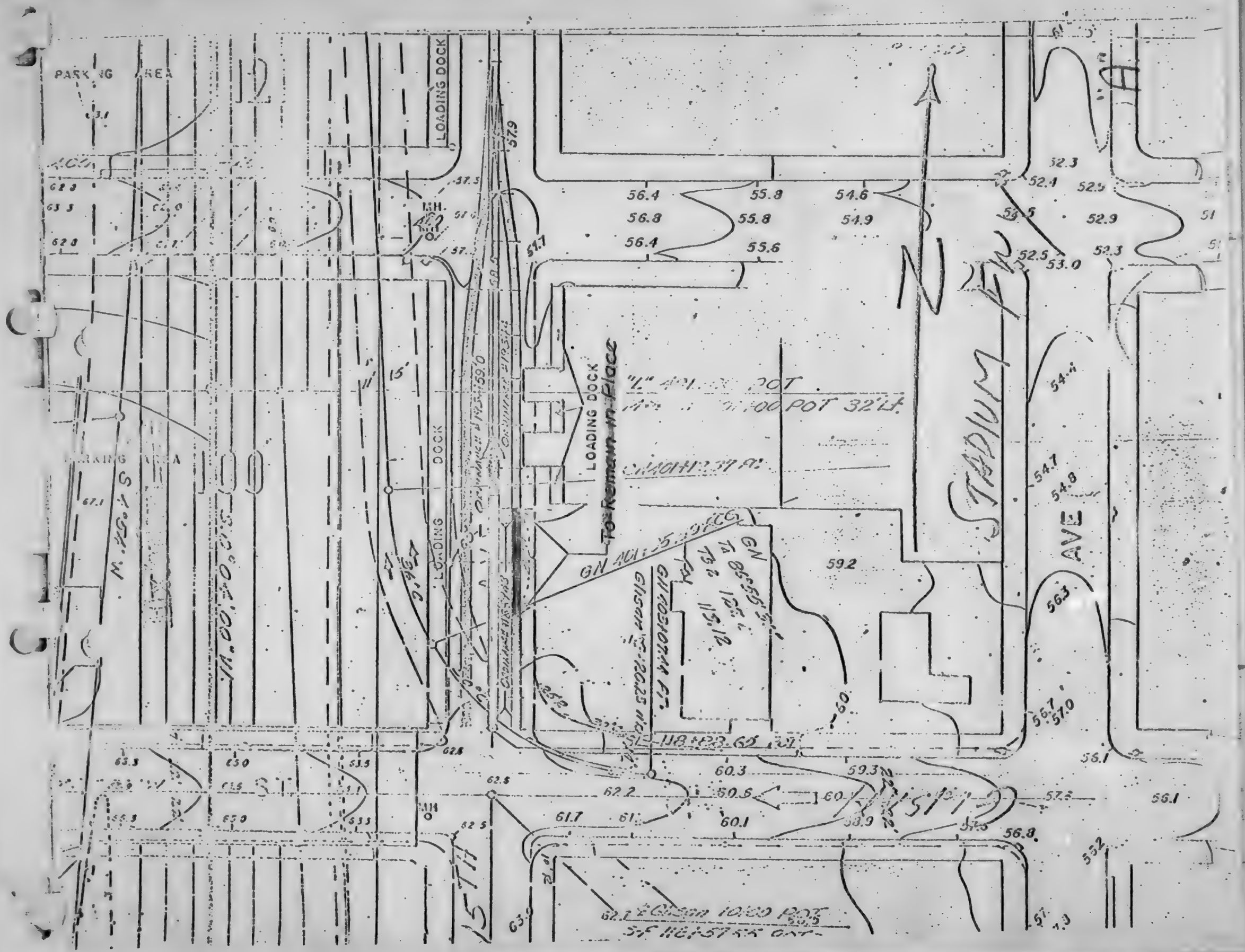
cc: Mr. Alex Brown
City Attorney
City Hall
Portland, Oregon

Spokane, Portland & Seattle Ry. Co.
1101 N. W. Hoyt Street
Portland, Oregon 97209

Portland Terminal Railroad Company
Room 209, Union Station
Portland, Oregon 97209
Attn: J. H. Jones, Manager

Olsen-Roe Transfer Co.
N. W. 15th Ave. and Hoyt St.
Portland, Oregon 97209

G. E. Rohde
T. W. Litchfield
Jack L. Sollis


PARKING AREA
LOADING DOCK
379
56.4
56.8
56.4
55.8
55.8
55.6
54.6
54.9
52.3
52.1
52.9
52.9
52.5
53.0
53.3
51
"L" 40' POT
POT 32'±
To Remain in Place
GN 40'± S.P.&S.C.
GN TA 85°55'E 125.4' 115.12'
GN CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC R.R.
59.2
563
STADIUM
AVE
54.7
54.8
56.7
57.0
56.1
N. 90th ST.
15th
60.3
59.3
62.2
60.5
60
61.7
61
60.1
56.8
62.2 ± CLOSED 10'±0 POT
SEWER STUB

FORM E-20 5M 3-65 SP°6470-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 16, 1966

To: Mr. Jack Sollis
Staff Attorney - Room 104

BUILDING

L

SUBJECT: Removal of Spur Tracks in N.W. 15th Avenue
between Hoyt and Glisan Streets
N.W. Johnson St.-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County

RECEIVED
MAY 17 1966
LEGAL & RIGHT OF WAY

Please refer to my letter to you dated February 25, 1966 and Mr. Klaboe's letter to Mr. William A. Bowes, Commission of Public Works, City of Portland, dated March 8, 1966, pertaining to this subject. In these letters we requested that all of the tracks covered by Ordinance No. 88943 be removed from the street to accommodate our construction. Attached you will find a letter from Mr. N. W. Lewis of the Olsen Roe Transfer Co. dated May 10, 1966 in which he requests that inasmuch as the State is taking only the southerly 52 feet of their frontage on 15th Avenue, they would like the remaining 48 feet of track covered by this Ordinance to remain in place for their use.

I have checked this with our Resident Engineer, Mr. William Maltby, and he advises that this will not interfere with the project in any way.

F. D. Morgan
Construction Engineer

By T. W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

Attachment

# OLSEN-ROE TRANSFER CO.

LOCAL CARTAGE
POOL CAR DISTRIBUTION

STORAGE WAREHOUSE
FREE TRACKAGE

Office and Warehouse
N. W. 15TH AVE. AND HOYT STREET
PORTLAND, OREGON 97209
227-1455

AUTHORIZED AGENTS
MARTIN VAN LINES, INC.
222-3000 — Warehouse #2

May 10,1966

Mr. T.W. Litchfield
Utility Liaison Engineer
State Highway Bldg.
Salem, Oregon

Dear Mr. Litchfield:

Please refer to removal of Trackage serving Lots 2 & 3 Block 99, Couchs addition Portland, Oregon.

Since the State Highway is taking 52 feet of above lots on 15th, we wish to ask that the other 48 feet of trackage be left for our use, as we need this additional trackage to accomodate Rail Cars which are now coming in larger ~~r~~ Longer than the conventional 50 foot cars.

Thanks very much for handling this for us.

Yours very truly,

N W Lewis

Olsen Roe Transfer Co.

NWL: sc

Routing

Morgan
Docker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
MAY 11 1966
CONSTRUCTION
DIVISION

Peaso
Morelock
Trout
Scott
Wills
Litchfield
Olson

MEMBER

RECEIVED
MAY 10 1966

FORM S-30 SUH 7-64 SP*6220-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 5, 1966
Salem, Oregon

EI 405-R(13) 3C 3

To: Memo to the Files

SUBJECT: N. W. Johnson-S. W.
Montgomery Section
Stadium Freeway
May 19, 1966

H. A. Andersen Company, Corporation, and H. A. Andersen, Individual, has recently submitted prequalification statements. They are interested in bidding the above project as a joint venture with Lord Brothers Contractors, Inc., William T. Lord and Lord Brothers Equipment Company.

Mr. Andersen listed in his prequalification statement that he had performed a project for the Hilton Hotels in 1963 in the amount of $7,288,000. I telephoned a Mr. Montgomery today of the Hilton Hotel of Portland concerning the H. A. Andersen contract which he had with the Hilton people. Mr. Montgomery stated that this firm performed excellent work and that Mr. Andersen is an honorable gentleman and in his opinion a very good contractor. He did mention that there was some delay in completing the contract as there were some strikes involved during the construction. He also mentioned that Mr. Andersen sued the Hilton Hotel because of the strikes and other matters; however, the case was settled out of court. Mr. Montgomery further stated that they respected Mr. Andersen highly and that if he were low bidder on another job they would be happy to award the contract to him.

Later in the day I talked jointly with Mr. Al Rear and Cecil Gardner concerning the possible joint venture on this project. I explained to them that the combined prequalification ratings equaled $13,980,000. They both mentioned that they knew of the H. A. Andersen Company, especially at the time Andersen and Westfall were working together. It was their feeling that they would have no objections to issuing bidding proposals to these firms as a joint venture.

May 6, 1966

This morning I telephoned a Mr. Malos of the H. A. Andersen Company in Portland and informed him that we could issue a bidding proposal for the Stadium Freeway project as a joint venture using all five names in which they are prequalified. I also mentioned if they wanted to bid this project in a different name that they would have to have a joint venture agreement approved by our Legal Staff.

C. W. Head

C. W. Head, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

MAILED
TIME QUERY

CWH:jf

RECEIVED
MAY 3 - 1966
FOR

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

EJ-405-8(13)302

C-453

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 29, 1966

Pacific Northwest Bell Telephone Company
410 N. E. Clackamas Street
Portland, Oregon 97212

ATTENTION: Mr. J. W. DeYoung, Jr.

Re: Adjustment of Telephone Conduit on Everett and Yamhill Undercrossing Structures
N.W. Johnson St.-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County
Project No. I-405-8(13)302

Gentlemen:

Your plan, which proposes the raising of your non-reimbursable telephone cable on subject structures has been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with this work as of April 28, 1966.

Please remit a check to this office at your earliest convenience in the amount of $9,500.00 as previously agreed. This amount is to be credited to the above project.

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

NOTED
F.B. KLABOE

PGP:bjm

cc: F. B. Klaboe
A. W. Parsons
L. H. Young
C. H. Maison
Wm. Maltby
B. P. Huntley
Jack Hesla

RECEIVED
APR 27 1966
FOR FILING

Form CD-121 (1-63) (Proc. by A.O. 204-10)

UNITED STATES GOVERNMENT

# *Memorandum*

6832

Klaboe

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 25, 1966

In reply refer to: 08-35-EC/120/FA
(Gen.)

FROM : O. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson Street - SW. Montgomery Street Section
Grading, Paving, Structures, Illumination, Traffic Signal, and Signing

Mr. Young's April 25, 1966 letter indicated your desire to eliminate the "E" identification of the subject project.

Additional apportioned Federal-aid highway funds were released for reimbursable obligations effective April 14, 1966. It has been administratively determined that the project need not be considered as having been designated as an "E" project. The project now is being charged against the reimbursement planning obligation schedule.

REFERRED TO
Young : Mann
By Asst. State Hwy. Engr.
4-27-66

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 25 1966
FOR FILING

EI-405-8(13)302
(-232

April 25, 1966

Mr. A. E. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We hereby request the N.W. Johnson-S.A. Montgomery Section, Project No. EI-405-8(13)302 be given regular Federal Aid Project status and charged against the reimbursement planning obligation balance as the effective date thereof. This project was advertised for bids to be received May 19, 1966, as an "F" funded project as regulated by IM 21-4-60.

We request consideration be given to eliminating the "F" funding for this project, as the reimbursement obligation balance has now been released. This particular project was advertised in excess of five weeks; but had we waited until now, we could have had the normal three-week ad without getting involved with the controlled reimbursement schedule.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR: ls
cc: R. L. Porter
F. B. Klaboe
R. N. Chase

RECEIVED
APR 26 1966
FOR FILING

Form CD-121 (11-62) (Prec. by A.O. 204-10) **UNITED STATES GOVERNMENT**

# Memorandum

EI-405-8(13)302

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

**U.S. DEPARTMENT OF COMMERCE**
**BUREAU OF PUBLIC ROADS**
477 Cottage Street NE.
Salem, Oregon 97301

**DATE:** April 21, 1966

**In reply refer to:** 08-35-EC

**FROM :** A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

**SUBJECT:** Oregon Project I-405-8(13)302
NW Johnson - SW Montgomery Section
City of Portland Utility Adjustment

Our memorandum dated April 11, 1966 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

The agreement between the above-mentioned City and the State Highway Commission dated April 13, 1962 covering utility adjustments and traffic control measures was approved by this office on July 9, 1962. We now approve your Staff Attorney's letter dated March 22, 1966 as well as the plans and estimate for that portion of city-owned adjustments within city limits furnished with Mr. Litchfield's letter dated April 15, 1966.

Our program memorandum dated October 13, 1965 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You were authorized to proceed with actual adjustments for the above-mentioned city-owned utility adjustments effective April 15, 1966. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto, and subject to the certification required by IM 30-2-66 as a condition precedent to Federal reimbursement.

REFERRED TO
Young - Litchfield
BY ASST. STATE HWY. ENGR.
4-26-66

RECEIVED
APR 22 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 18 1966

FI-405-8(13)302

6832

April 18, 1966

Oregon State Highway Commission

Gentlemen:

Bids have been called for the N. W. Johnson Street-S. W. Montgomery Street Section of the Stadium Freeway in Portland. As part of this project, it is necessary to acquire from the Portland General Electric Company its Flanders Substation.

It is necessary to follow Bureau of Public Roads policy and procedure in acquiring this property and in line with these procedures, an agreement has been reached with Portland General Electric for the sum of $78,117.14. This is based on the value of the real estate plus the cost of moving and re-establishing the substation.

The matter will be on the agenda for the April 21 meeting and I recommend that it have your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
D. H. Moehring
C. H. Maison
A. E. Johnson

TWL:fp/RLP:ms bg

FORM E-80 50M 3-65 SP°6470-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 15, 1966

SUBJECT: Flanders Substation - PGE
NW Johnson-SW Montgomery St. Section
Stadium Freeway
Multnomah County

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDIN G

Please arrange to have placed on the agenda for the April 21 Commission Meeting the matter of the approval of the agreement with Portland General Electric Company's Flanders Substation.

We are in agreement with the utility company on the consideration to be paid in the amount of $78,117.16. Of this amount $30,092.16 is for the conveyance of the real property involved, and the remainder is for the utility equipment involved.

Although we will not have an agreement instrument available for the Commission to execute, it is necessary that the Commission approve the expenditure of the total consideration so that upon the delivery of the deed, we can pay the $30,092.16 to the Company. The remainder of the consideration will be paid upon the completion of the actual move.

I believe it is advisable that this matter be on the Chief Engineer's agenda rather than that of the Right of Way Engineer, as we are involved with the utility PPM and we must not overlook the possibility of a Bureau citation on the basis that the matter was handled as a right of way item rather than a utility item.

F. D. Morgan
Construction Engineer

By T. W. Litchfield

T. W. Litchfield
Utilities Liaison Engineer

DHM-TWL:mk:fp
Attach.
cc D. H. Moehring

RECEIVED
APR 15 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 21 1966

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 11, 1966

In reply refer to: 08-35.2-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project EI-405-8(13)302
N.W. Johnson St.-S.W. Montgomery St.
(Portland) Section
Grading, paving, structures, illumination, traffic signals and signing

P. S. & E. documents for the subject project have been reviewed and are hereby conditionally approved concurrently with Mr. Young's March 10, 1966 request for approval of an individual project program change adding construction and as modified by Mr. Young's April 11 letter designating this as an "E" project. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

The authorization of this "E" project as requested by Mr. Young's April 11 letter is subject to the mutual understanding and agreement: (a) that payment of Federal funds for the project that the Bureau of Public Roads may be required to make to the State shall be made at times and in amounts and upon the basis of funds available therefor out of the Highway Trust Fund revenues, as determined by the Bureau of Public Roads; (b) that any deferment of payment of Federal funds therefor shall not impose upon the Federal Government a liability for any penalty, interest or other cost attributable to the deferment; and (c) that any increase in the cost of the project to the State resulting from or incurred by reason of such deferment shall be borne in its entirety by the State and shall not be subject to reimbursement, in whole or part, by the Federal Government.

It is understood that you plan to convert this "E" project to a regular project upon release of the currently outstanding reimbursable obligation schedule. Conversion shall follow the requirements of IM 21-4-60 and reimbursement for work on the project will not be claimed at a faster rate than is provided by the schedule shown on the reverse of this IM.

Our authorization is with the understanding that all necessary right of way and control of access rights have been acquired or rights of entry obtained with relocation advisory assistance provided as indicated in Mr. Oakes' March 24, 1966 report, except the following:

(more)

REFERRED TO Young w/ends.
BY ASST. STATE HWY. ENGR. 4-21-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Young handling

File No. 37815 - P.G.E.
" " 39287 - Hallinan
" " 39288 - McLaughlin
" " 39289 - King Broadcasting Co.

We understand that the above files are being negotiated, but if not successful, condemnation suits will be filed with the expectation that these parcels will be made available for occupancy and contractor's use prior to your requesting our concurrence in award.

Additional buildings that have some stripping or salvage remaining should not be placed under any contract after advertising and should be removed by the contractor under this project.

Your special provisions advise bidders that the following parcel will not be clear until July 15, 1966:

File No. 33887 - P.G.E. Substation

Our Regional office concurs in the above procedure to be in the public interest based on the information submitted with Mr. Young's March 31, 1966 letter. You were authorized to proceed with the relocation of the Portland General Electric's Flander St. substation on March 31, 1966 subject to a later determination of eligibility.

Authorization to proceed with the City of Portland utility adjustments included in the estimate is being withheld since plans and estimates therefor have not been furnished; however, these documents should be furnished prior to our concurrence in award. It should be understood that you may be obligated to the contractor but Public Roads must of course consider that with one exception you have certified that the status of these matters, including non-reimbursable railroad and utility adjustments to be accomplished concurrently with the construction, is such that delays should not result. Appropriate credits should be made in Public Roads participation for the liquidated damages involved in non-approved time extensions. Your certification regarding coordination of railroad and utility work as well as right of way clearance required in your request for concurrence of award should specifically note the one exception to assure participation in any appropriate time extension should delays beyond July 15, 1966 occur.

You are authorized to proceed with contractor flagging estimated at $9,100. Your further action will be necessary on the other contingency items included in your estimate to obtain any authorization to proceed.

(more)

April 11, 1966
EI-405-8(13)302

Plastic lane markers are not approved for participation until sufficient documentation and justification can be furnished as to their suitability beyond the experimental stage.

Public Roads should share in the credit for installation of private utilities in structures as shown in your estimate dated April 1, 1966. This will defray extra costs to the contractor during construction. We hereby approve this procedure as outlined in F. D. Morgan's letter signed by Phil G. Preston, and dated April 1, 1966.

The pavement type selection for the project is accepted on the basis of documentation attached to your February 28, 1966 "Project Base Design" sheet justifying the use of continuously reinforced concrete. Our acceptance in this instance should not be construed as establishing a precedent for other sections if further review of the economic analysis should indicate modification of some of the factors utilized therein will be necessary.

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | April 1966 |
| Division II - Part 1 - Earthwork | January 1966 |
| Division II - Part 2 - Bases | January 1966 |
| Section 204 - Plant-mix stone base | January 1966 |
| Section 208 - Plant-mix bituminous base | January 1966 |
| Division II - Part 3 - Surfacing & Pavements | January 1966 |
| Division II - Part 4 - Structures | April 1966 |
| Division II - Part 5 - Signing | January 1966 |
| Division II - Part 7 - Incidentals | January 1966 |

Inasmuch as our Washington office's review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of our review.

The original agreement dated April 13, 1962 and supplement dated April 20, 1965 with the City of Portland, covering traffic control measures and provisions for city-owned utility adjustments on the project were approved by this office on July 9, 1962 and April 22, 1965, respectively.

Our conditional P.S. & E. approval is with the understanding that any changes found necessary upon completion of our review will be made by revision letter in addition to changes listed as follows:

1. The use of preformed elastic joint seals are approved for this project.

(more)

2. All mention of welding bar mats for reinforcing steel in the continuously reinforced concrete pavement should be eliminated (Welding should be discouraged).

3. The statement on page 8 and repeated under 460-3.18 of the special provisions pertaining to the contractor bearing all costs when necessary to cut, move or reconnect existing pipes seems to be too all-inclusive. This should be clarified or qualified with respect to the contractor's responsibility.

4. On page 13 of the special provisions we question why the contractor cannot haul over the O J structure.

5. On page 27 the reference to railroad insurance should be removed because the railroad is on a city street.

6. On page 88, under 610-2.2(b), reference is made to retaining walls numbered 55 - 59, 68 and 69. This reference is incorrect.

7. On plan sheet 21916 of Bridge 9251 the dead load camber diagram indicates about 4" in the left exterior beam, 5" in the center beam and nearly 8" in the right exterior beam. We feel the large variation in camber between beams and also the magnitude of the camber is excessive for this type of span. If further checking verifies the camber shown, we recommend that the structural arrangement be revised by changing to a 3-span layout for this crossing.

Mr. Young's April 4, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplements thereto as being in the public interest.

Attachment

RECEIVED
APR 15 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 12 1966
FOR FILING

EI-405-8(13)
0532

April 11, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Project EI-405-8(13)302
N.W. Johnson St.-
S.W. Montgomery St.
(Portland) Section

Dear Sir:

We request the following changes be made on the PR-9 forms submitted under the date of March 10, 1966 for Project I-405-8(13)302.

1. Card 3 Project No. I-405-8(13)302 changed to read EI-405-8(13)302.

2. Card 5 Project No. I-405-8(13)302 (Requested Revision) changed to read EI-405-8(13)302.

The State desires to proceed with the subject project, which is in excess of the present reimbursable obligation balance, as an "S" Project under the provisions of EI-21-4-60.

We request your approval of the program change and authorization to proceed with the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:jb

cc: R. L. Porter
T. W. Litchfield
V. G. O'Neil
I. D. Merchant
R. M. Chase

RECEIVED
APR 8 - 1966

FOR FILING
EI-405-8(13)302
CHESTER J. IRELAN
6832

PORTLAND GENERAL ELECTRIC COMPANY
ELECTRIC BUILDING
PORTLAND 5, OREGON

April 5, 1966

Mr. F. B. Klaboe
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Klaboe:

Thank you for your letter dated April 1, 1966. We are proceeding to remove our electrical equipment from our Flanders Substation site at N. W. 16th and Flanders. According to your letter we will be reimbursed in the amount of $78,117.16 after we deed the property to the State of Oregon.

Very truly yours,

Chester J. Irelan
Manager Claims and Land

CJI:sm
cc: T. Litchfield
S. Caldwell

cc to Porter
BPR
Morgan
Young
Mickey — comments original?
Mason
Robb
Johnson
4-8-66

NOTED
F. B. KLABOE

RECEIVED
APR 6 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 6 - 1966
SALEM, OR.
STATE HIGHWAY COMMISSION

RECEIVED
APR 1 - 1966
FOR FILE

Form CD-121 (11-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 31, 1966

In reply refer to: 08-35-EC

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

by T. T. Dow
Engineering Coordinator.

SUBJECT: Oregon Project I-405-8(3)302 and I-405-8(13)302
Stadium Freeway - File 33887
PGE - Flanders Street Substation

Mr. Porter's March 31, 1966 letter indicated that the Portland General Electric Company's utility relocation on the subject projects is to be agreed to by way of just compensation for the taking of the Flanders Street substation and the land owned by the company.

You are authorized to proceed with such an action with the understanding that participation with Interstate funds in such compensation for the improvements, if any, will be determined at a later date based on additional supporting data which may be necessary for you to furnish. Your proposal is subject to review and approval by higher authority, consequently we cannot at this time assure you that full participation can be obtained; however, it appears that you have obtained all the supporting information which is feasible at this time to ultimately receive the maximum amount of Federal reimbursement which may be permitted.

It should be noted that the estimate of the cost to cure by relocation as furnished by the company may possibly serve only to establish a maximum on Federal participation which may be based on some other accepted method of valuation. Furthermore, it should be more definitely established that replacement or relocation is needed by the utility in order that the provisions of Instructional Memorandum 21-6-63 would not be applicable. If the service of the substation is no longer needed or required, the IM stipulates that only the physical removal costs are reimbursable to the extent that such costs exceed the value of the recovered material.

copy to Young 3.31.66

NOTED
F. B. NELSOE

REFERRED TO
orig to Dowling - Billstein - Young
BY ASST. STATE HWY. ENGR.
4-1-66

RECEIVED
MAR 31 1966
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-122X 80M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. RIDLEY, SECRETARY
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
APR 5 1966

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 1, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Adjustment of Telephone Conduits
Everett and Yamhill Street Undercrossings
N.W. Johnson-S.W. Montgomery Section
Stadium Freeway - Multnomah County
Project No. I-405-8(13)302

Dear Sir:

Herewith you will find two (2) copies of a letter from Mr. L.L. Wallace, Chief Design Engineer, Bridge Department, dated March 23, 1966, and two (2) copies of the cost estimate breakdown.

The Pacific Northwest Bell Telephone Company owns underground cables which occupy Everett and Yamhill Streets. We propose to handle the protection of this cable in a manner similar to the one used on S.W. Montgomery-S.W. Broadway Section. Please refer to Mr. Litchfield's letter to you dated January 27, 1965 for additional information concerning this method. We understand the Bridge Division has furnished you detailed plans for this proposal.

The additional construction cost is estimated to be $9,500. The telephone company will be requested to reimburse the State Highway Department for this amount.

Please review our plan for handling this conflict and advise us of your approval at an early date. The telephone company is anxious to begin their work as soon as possible, since the subject project is scheduled for our bid opening of April 28, 1966.

Very truly yours,

F. D. Morgan
Construction Engineer

By
Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

RMF:bjm
encs.

cc: F. B. Klaboe
I. D. Merchant
A. E. Johnson
Jack Hesla

FORM S-30 50M 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 23, 1966
Salem, Oregon

To: T. W. Litchfield
Utilities Engineer

B U I L D I N G

**SUBJECT:** Telephone Conduits
Everett and Yamhill St. U'Xing
NW Johnson - SW Montgomery Sec.
Stadium Freeway
I-405-8(13)302

The additional construction costs to be anticipated due to the in place telephone conduits at the subject structures has been investigated with the following results: At Everett it is estimated that the presence of the pile supported steel beam conduit carrier adds $5,500 to the construction cost. For similar conditions at Yamhill the increased expense is estimated at $4,000. On the basis of these estimates the telephone company should be requested to reimburse the Highway Department in the amount of $9,500 as an equitable cost of building around their installation.

It is not considered practical to take a bid on the additional construction cost occasioned by the presence of the telephone conduits since unbalanced bids on an item of this nature would be quite possible and could result in considerable disagreement between the parties involved.

Concurrence of the Bureau of Public Roads as to the amount of reimbursable cost should be obtained before this matter is taken up with the telephone company.

L. L. Wallace

L. L. Wallace
Chief Design Engineer (Bridge)

WJH:jf

Routing

Morgan
Docker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
MAR 2 1 1966
CONSTRUCTION
DIVISION

Peets
Moralock
Trout
Scott
Wills
Litchfield
Olson

Estimate of additional construction cost to build around in place telephone conduits.

| | | Everett | Yamhill |
|---|---|---|---|
| 1. | Additional cost shoring and cribbing | $1500 | $500 |
| 2. | Additional cost to form around conduit | 500 | 400 |
| 3. | Additional cost to place reinforcing steel with conduits in place | 700 | 600 |
| 4. | Remove conduit supports and patch holes | 300 | 200 |
| 5. | Additional cost general excavation to work around conduit and supports | 1000 | 800 |
| 6. | Insurance | 1500 | 1500 |
| | | $5500 | $4000 |

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APR 4 - 1966
FOR FILING
I-405-8(13)302
6132

April 1, 1966

Portland General Electric Company
621 S. W. Alder Street
Portland, Oregon 97205

Attention Mr. C. J. Irelan

Gentlemen:

Re: Relocation of Flanders Substation
N. W. Johnson Street-S. W. Montgomery
Street Section, Stadium Freeway
Multnomah County, Project No. I-405-8(13)302

Your estimate and sketch map for the adjustment of your facilities on this project as submitted with your letter of March 30, 1966, have been approved by the State and the date of eligibility established by the Bureau of Public Roads. You are hereby authorized to proceed with this work as of March 30, 1966.

This includes the real property taking of your existing site at 16th and Flanders which has been appraised at $27,500. From your letter of March 30, you have related your site cost to the replacement area at 16th and Everett in the amount of $30,092.16. Although this figure is $2,592.16 greater than the estimated value of the parcel which we require, we are agreeable to the payment for the real property in the amount of $30,092.16.

Reimbursement in the amount of $30,092.16 will be made for the value of the property and in the amount of $48,025.00 for the cost of reinstallation of your existing substation.

I trust that this letter will serve to allow you to begin vacating the property immediately and thereby allow us possession as outlined in your March 30 letter. As you may know, bids will be taken on the project May 19.

I would also like to take this opportunity to thank you for your cooperation in this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mr. C. E. Robertson - PGE
Mr. A. W. Parsons - BPR
Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. H. Young
Mr. C. H. Maison
Mr. A. E. Johnson
Mr. William Maltby
Mr. B. P. Huntley
Mr. Jack Heals

RECEIVED
MAR 3 1 1966

FOR FILING

March 31, 1966

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

H.H. Johnson-S.W. Montgomery
Project No. I-405-8(13)302

Dear Sir:

We hereby request that the requirement of subparagraph 6e of PPM 21-6.3 relative to availability of right of way for the contractor's immediate occupancy and use at the anticipated award date of the contract in connection with the Portland General Electric Co. substation property at Flanders Street be waived as being in the public interest for the following reasons:

There is urgent need to advance this project to the physical construction stage to fit in with our plans to finish the Interstate System within the time specified and to utilize all of the current construction season.

We have been negotiating with Portland General Electric Co. for this property since May of 1963. Numerous letters and personal contacts have been made. The promptness with which the company responds is something over which we have little control, except the right of eminent domain, which we feel should be used wisely and only when reasonable efforts to gain a settlement have failed.

The contract special provisions will restrict the contractor's use of this property until July 15, 1966, which will be less than two months from date of award. The anticipated completion date is September 30, 1966, or three full construction seasons. We now have a preliminary agreement with the company, acceptable to them and the State of Oregon. We now need a final draft made, signed by the company and the State, which we expect to be accomplished this week.

The inability of the contractor to occupy this 10,000 square foot of property will not seriously interfere with the contractor's operation or increase his cost. In fact, we feel there will be no inconvenience or restriction at all in this short period. Also, this parcel is on Flanders Street, which will be severed; and consequently, there are no structures in the area to be delayed.

We believe it is to the best interest of all concerned to advertise this project for bids to be received May 19, 1965, and not delay the project any further.

Attached find two copies of a sketch depicting the area involved.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Attachments

cc: F. D. Kleboe
O. H. Wehrle
T. M. Litchfield
L. H. Chase

Olsen Roe. Transfer Co
1285-204

35758

33889

Hon Bank of Commerce
1983-564
10,000#

Rd RW 25251
2201-59

100

GLISAN

33886

Irwin-Hodson Co.
1166-389
10,000#

Final Judgment RW
26032

33885

S-H Distributors
1951-542
10,000#

Deed RW 24884
2174-452

101

R. Bitar
1253-262
10,000#

P.G.E.E. Co.
1232-64
1491-519
10,000#

Deed RW 25105
2194-26

FLAVIDERS

33884

33888

33887

# N.W. JOHNSON – S.W. MONTGOMERY SEC.
## STADIUM FREEWAY HIGHWAY
### MULTNOMAH COUNTY

| FED. ROAD Div. No. | STATE | PROJECT NUMBER | FISCAL YEAR |
|---|---|---|---|
| 8 | OREGON | I-405-8(13)302 | |

NW

33885

S-H Distributors 1957-542 10,000° Deed RW24884 2174-452

33883

J. Derville 1494-87 11.667° Deed RW 25207 2173-659

33882

J. Derville Jr. Deed RW 24655 2165-118

33878

G. Miller 477-597 6300° Deed RW25085 2177-125

101

P.G.E.E. Co. 1232-64 1491-519 10,000°

102

2035-503

N. Koppy 1853-219 5000°

J. LaPorte 1879-204 5000°

Judg RW25CC

FLANDERS

33884

P. Murray 1174-334 Deed RW 25503 2193-78

J. Derville Jr. 1371-344 Deed RW 24655 2165-118

33887

33882

33881

33880

Fin. Judg. RW 25833

NW

RECEIVED
APR 1 - 1966
FOR FILING

I-405-3(13)

March 31, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

In accordance with your letter of March 25, 1966, I wish to outline the steps which the State will follow for the acquisition of the Flanders Substation property belonging to PGE on the N.W. Johnson-S.W. Montgomery Section of the Stadium Freeway, Project No. I-405-3(13)302. This procedure is being followed in the belief that it conforms to the procedure outlined by you in the second paragraph of your March 25, 1966 letter. If such is not the case and maximum reimbursement will not be obtained hereunder, will you please advise us.

I forward herewith copy of a letter from PGE dated March 30, 1966, in which they submit an estimate involving a hypothetical move of the existing Flanders Substation equipment to a site at 16th and Everett Streets. The PGE Company has advised that it will be necessary to re-establish a facility at this site to handle the present service area handled by the Flanders site. The facility established at N.W. Flanders will not in actuality be a duplicate of the equipment presently used at Flanders.

The acquisition contemplated will be in two parts:

(a) Acquisition of the real property occupied by the Flanders Substation, R/W File 33837, under normal right of way procedures as set forth in PPM 21-4.1.

(b) Costs of replacement of the Flanders Substation (hypothetical) under PPM 30-4, paragraph 7m, in the amount of $48,025.

NOTED
F. B. KLABOE

Part (b) above will be coded nonparticipating until such time as adequate information is on file to support the above payment.

PGE has advised us that they can give us possession of this property within 75 days of date of the agreement. We therefore feel that the contractor can have possession by July 15.

Attached are three copies of estimates of plans covering the hypothetical location.

Will you please advise if the foregoing plan of acquisition will guarantee maximum participation and will authorize us to proceed under the plan.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Enclosures

# PORTLAND GENERAL ELECTRIC COMPANY

Electric Building
621 S.W. Alder Street
Portland, Oregon 97205

March 30, 1966

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. T. W. Litchfield

Re: Flanders Substation
R/W File 33887
NW Johnson St-SW Montgomery
Stadium Freeway-Multnomah County
Project No. I-405-8(13)302

Gentlemen:

At your request we are enclosing Portland General Electric Company's estimate number 3272, dated March 28, 1966, and one sepia and two prints of PGE Company sketch number 262 of a plan for the relocation of Flanders Substation to a new site at N. W. 16th Avenue and N. W. Everett Street.

This plan covers the reinstallation of the existing equipment and, so far as practical, would provide an exact electrical and physical duplication of the existing Flanders Substation.

PGE Company will require a distribution substation in the vicinity of N. W. 16th Avenue and N. W. Flanders Street for an indefinite period of time. There are no plans for phasing out this substation at this time.

As stated in my letter of April 27, 1964 to the State of Oregon, Attention: H. V. Jackson, Right-of-Way Agent, File 33887-PGE Fremont Interchange, "To replace our Flanders Street substation site we purchased property at N. W. 16th Avenue and N. W. Everett Street being Lots 5 and 8, Block 151, Couch's Addition. The cost of this new site was $30,092.16". Therefore, in addition to the above estimated cost of $48,025 to relocate the Flanders substation equipment and facilities, we feel PGE Company is entitled to an additional sum of $30,092.16 for the taking of its property at N. W. 16th Avenue and N. W. Flanders Street.

After a written agreement has been entered into by PGE Company and the Oregon State Highway Department covering the reimbursement of PGE Company's costs for relocating its Flanders Substation and the taking of its property at N. W. 16th Avenue and N. W. Flanders Street, Portland General Electric Company can, by temporary utilization of a portable substation, vacate the existing substation site in 75 days from the date of execution of such agreement, provided such agreement is executed not later than 45 days from the date of this letter.

Very truly yours,

Chester J. Irelan

Chester J. Irelan
Manager, Claims and Land

Encl.

PORTLAND GENERAL ELECTRIC COMPANY

Electric Building
621 S.W. Alder Street
Portland, Oregon 97205

March 28, 1966

Cost Estimate for Replacement of Flanders Substations

Estimate Number 3272 provides for the building of a 6,000-kva, 11- to 4.15-kv substation at N. W. 16th Avenue and Everett Street to replace the existing substation at N. W. 16th Avenue and Flanders Street. This estimate does not include the cost of land or the cost of all major equipment that is being moved from the present site.

Estimated Cost . . . . $48,025.

(2)

S-42-902
SUBJECT Construction of New Flanders Sub-Station

W.O.E.No. 27-3272
DATE 3-28-27

| ACCOUNTING DISTRIBUTION | | | | DESCRIPTION | AMOUNT | TOTAL |
|---|---|---|---|---|---|---|
| CODE | JOB NUMBER | CL. | ACCOUNT NO. | | | |
| | | | | Summary Of Estimated Costs | | |
| | | | | acct. 361 - Construction new sub. | # 12,419 | |
| | | | | Acct. 362 - Construction new sub. | 27,411 | |
| | | | | Acct. 592 - Temporary Substation to maintain service | 2,875 | |
| | | | | acct 361 & 362 Removal of old Sub-Stat | 258 | |
| | | | | | # 42,963 | |
| | | | | Indirect Expense 11.7825% | 5,062 | |
| | | | | Total Estimated Cost | # 48,025 | |

Note:
This estimate is based on a design as shown on sketch #262 of Flanders Substation

SHEET NO. 1 CONTINUED / CONCLUDED

660

(3

8-42-502
SUBJECT Construction of New Flanders Substation

W.O.E.No. 20-3272-9
DATE 3-28

| ACCOUNTING DISTRIBUTION | | | | DESCRIPTION | | | AMOUNT | TOTAL |
|---|---|---|---|---|---|---|---|---|
| CODE | JOB NUMBER | CL. | ACCOUNT NO. | | | | | |
| 20 | 3272 | 9 | 361 | Structures and Improvements - Distribution | | | | |
| | | | | Clearing and grading - - | | | | |
| | 340 | | Lin. Ft. | Fence, in place - - - | | | * 1291 | |
| | 157 | | Cu. Yds. | Gravel - - - - - | | | 550 | |
| | 7 | | Cu. Yds. | Concrete for driveway - - - | | | 175 | |
| | | | | Utility house, frame & block, 14'x16', complete, in place, by contract - - | | | 3,952 | |
| | 100 | | Cu. Yds. | Topsoil - - - - - | | | 350 | |
| | 164 | | Lin. Ft. | Shrubbery along fence, in place - - | | | 328 | |
| | 2700 | | Sq. Ft. | Lawn, in place - - - | | | 216 | |
| | 3080 | | Sq. Ft. | Sprinkling system, in place - - | | | 308 | |
| | | | | Sprinkling control valves | | | 300 | |
| | 2 | | P.L.E. | Signs and lights - - - | | | 280 | |
| | 4 | | Flood light units - - - - | | | | 600 | |
| | | | | Conduit and fittings - - - | | | 150 | |
| | | | | Miscellaneous wiring materials - | | | 130 | |
| | | | | Store expense - - - - - | | | 146 | # 8,776 |
| | | | | Shop and Tool Expense - - - | | | | 198 |
| | | | | Transportation Expense - - - - | SVT | TR | | 407 |
| | | | | Labor, EM&C Dept. (20) - - - - | 183 | 313 | | 1830 |
| | | | | Labor, Portland Fire Office (47) - - - | | 19 | | 46 |
| | | | | Labor, Portland Fire Crews (98) Remove Trees - | 15 | 37 | | 184 |
| | | | | Labor, Electrical Design (54) - - - | | 21 | | 557 |
| | | | | Labor, Structural Design (55) - - - | | 14 | | 354 |
| | | | | Labor, Survey (55) - - - - | | 3 | | 67 |
| | | | | | | | | # 12,419 |
| 20 | 3272 | 9 | 362 | Station Equipment - Distribution | | | | |
| | 14 | | Cu. Yds. | Concrete foundation material - - | | | * 350 | |
| | | | | Grounding materials - - - - | | | 430 | |
| | | | | Conduit and fittings - - - | | | 150 | |
| | 2 | | | Unit substations, 3000 K.V.A., 11 to 4.15 K.V., | | | | |
| | | | | on hand from Flanders Sub. - - - | | | 76,290 | * |
| | 1 | | | Battery, 60 cell, 120 m/a Ct, on hand from Flanders - | | | 3,342 | * |
| | 1 | | | Battery charger, on hand from Flanders - - | | | 890 | * |
| | 1 | | | Battery rack, on hand from Flanders - - | | | 234 | * |

SHEET NO. 1 CONTINUED CONCLUDED

60C

...2-002
SUBJECT: Location of New Flanders Sub Sta.

W.O.E.No. 20-3272-9
DATE 3-28-1[illegible]

| ACCOUNTING DISTRIBUTION CODE | JOB NUMBER | CL. | ACCOUNT NO. | DESCRIPTION | AMOUNT | | TOTAL |
|---|---|---|---|---|---|---|---|
| 20 | 3272 | 9 | 362 | Station Equipment - Distribution (Cable...) | (Cable...) | | (...) |
| | 1 | | | Station service cabinet with | | | |
| | | | | equipment, on hand from Flanders -- | 223 | | * |
| | 1 | | | Line starter on hand from Flanders - | 132 | | * |
| | | | | Control wiring materials - - - -- | 250 | | |
| | 892 | | Ft. 4" | Fibre duct and fittings - --- | 393 | | |
| | 120 | | Ft. 4" | Conduit and fittings - - -- | 338 | | |
| | 11 | | Cu. Yds. | Concrete for duct way - - - | 220 | | |
| | 34 | | Cu. Yds. | Gravel for duct way - - - - - | 119 | | |
| | 1 | | | Manhole 7'x10', in place - - - | 2,485 | | |
| | 205 | | Ft. 3 x | 400 MCM L.C. Cable - - - - - - - - | 834 | | |
| | 244 | | Ft. 4 x | 350 MCM L.C. cable - - - - - - | 748 | | |
| | 212 | | Ft. 3 x | 350 MCM L.C. cable - - - - - - | 611 | | |
| | 150 | | Ft. 1 x | 500 MCM L.C. cable - - - - - | 290 | | |
| | 18 | | | Pot heads - 1 x 500 MCM | 720 | | |
| | | | | Miscellaneous cable material - - - | 400 | | |
| | | | | Miscellaneous material - - - | 200 | | |
| | | | | Store Expense - - - - - - - - | 577 | | |
| | | | | Sub Total - - - - | $ 90,226 | | |
| | * | | | Less Equipment On Hand - - - | 81,111 | | $ 9,115 |
| | | | | Shop and Tool Expense - - - - - | | | 1,297 |
| | | | | Transportation Expense - - - - - | SHT | TR | 2,462 |
| | | | Labor | E.M. & C. Dept (20) - | 667 | 1141 | 6,675 |
| | | | Labor | Testing Dept. (28) - - - | | 31 | 238 |
| | | | Labor | Portland Line Office (47) - - | | 20 | 47 |
| | | | Labor | Portland Line Crews. U.G. (48) - - | 630 | 1224 | 6302 |
| | | | Labor | Electrical Design (54) - - - | | 34 | 961 |
| | | | Labor | Structural Design (55) - - - | | 7 | 202 |
| | | | Labor | Survey (55) - - - - - | | 5 | 112 |
| | | | | | | | $ 27,411 |

SHEET NO. 2 CONTINUED / CONCLUDED

60C

Maintenance

-2-902

SUBJECT Construction of New Flanders S Betation

W.O.E.No. 10-3272-2

DATE 3-28-66

| ACCOUNTING DISTRIBUTION | | | | DESCRIPTION | AMOUNT | TOTAL |
|---|---|---|---|---|---|---|
| CODE | JOB NUMBER | CL. | ACCOUNT NO. | | | |
| 20 | 3272 | 2 | 592 | Maintenance of Station Equipment - Distribution | | |
| | 1 | | | 50 Ft Pole and crossarms | A 120 | |
| | | | | Conductor and insulators, etc | 746 | |
| | | | | Painting materials | 40 | |
| | | | | Miscellaneous material | 50 | |
| | | | | Stores expense | 96 | |
| | | | | | #1,052 | |
| | | | | Less material to be salvaged | (500) | |
| | | | | | | # 552 |
| | | | | Shop and Tool Expense | | 177 |
| | | | | Transportation Expense | S&T TR | 332 |
| | | | | Labor E M & C Dept. to install and remove temporary transformer and Paint unit sub | 124 212 | 1237 |
| | | | | Labor Portland Line Office (47) | 19 | 46 |
| | | | | Labor Portland Line to install and remove Pole and wiring | 53 101 | 531 |
| | | | | Total Cost of Maintenance | | #2875 |

Note: Above is estimate of cost to install and remove temporary transformer to maintain service while old substation is being removed and new one constructed.

SHEET NO. 1 CONTINUED / CONCLUDED

60C

Removals

S-42-902

SUBJECT Construction Of New Flandreau Sub Sta.

W.O.E.No. [illegible]-3

DATE 3-28-[illegible]

| ACCOUNTING DISTRIBUTION | | | | DESCRIPTION | AMOUNT | TOTAL |
|---|---|---|---|---|---|---|
| CODE | JOB NUMBER | CL. | ACCOUNT NO. | | | |
| | | | | Cost of removing old Flandreau Substation and transporting major equipment to new site- | $ 2,950 | |
| | | | | Less salvage value of: | | |
| | | | | 1472 ft. lead cable (short lengths-junk) | ( 1,993 ) | |
| | | | | 20 - Cable terminals-single conductor | ( 699 ) | |
| | | | | Removal Cost- Net - - | | $ 258 |

SHEET NO. 1 CONTINUED / CONCLUDED

60C

Form CD-127 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 25, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson Street - SW. Montgomery Street Section
PGE - Flanders Substation

Our September 2, 1965 memorandum on the above subject outlined procedures necessary to possibly establish eligibility of reimbursement with Federal funds for the pro rata cost of acquiring rather than relocating the Flanders substation under the provisions of Section 123 of Title 23 USC. Though numerous conferences have been held subsequently with you and your staff, as yet neither factual information that the substation is needed nor any acceptable cost estimates of alternative costs have been furnished to this office.

We understand that the substation can be removed 6 weeks after you reach an agreement with Portland General Electric. In view of the relatively minor costs involved in relation to the overall project, consideration should be given to your reaching an agreement with the utility at an early date to remove the substation. Such removal might be obtained through your payment of the value thereof on some basis or by a permit of entry involving such removal. Any payment made could then be coded as nonparticipating with the understanding that Federal participation, if any, would be determined at a later date based on supporting information which you may furnish or on a court award based on the cost to cure by relocation or by any other accepted method of valuation.

We have no objections to the plan of removing the substation and the only matter which has not been resolved is the amount of Federal participation. Under these circumstances a request for authorization to advertise the project with an exception to the requirement that all right of way be available for the contractor's occupancy and use will not be favorably recommended. Such an exception, which should be used only on rare occasions, and in this case is being considered for an extended period of time merely pending the determination of Federal participation, thereby possibly increasing the amount of the bid, is not considered to be warranted.

Litchfield Clare — Seavin
Morpp
Murchgott
Medrum
3-28-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

9-1×500MCM
1 HOT HEADS

PILE

4" SEWER CONNECTION

4" F.D.

BUILD NEW CONTROL HOUSE OF 8" HAYDITE BLOCK

1½"

MOVE EXISTING BATTERY, RACK AND CHARGER

MOVE EXISTING LIGHT FIXTURES & HEATERS

INSTALL NEW WIRING

14 × 16

CONTROL HOUSE

1½"

2-2"

2-2"

2-2" COND

N.W. EVERETT ST

WATER SERVICE

SIDEWALK

LANDSCAPED AREA

CONCRETE DRIVEWAY

SPRINKLER SYSTEM

85' FENCE

SPRINKLER CAB

LIGHT POST

SIGN

1½"

2-2"

3-4" CONDUIT DUCTWAY

2-3X350 L.C. CABLE

1-3X400 MCM L.C. CABLE

COND

Ø 1½ FOR SW. & LIGHTS

F/L 7

CRETE
WAY

10'
EST. ZONING SETBACK

LANDSCAPED
AREA

10'
P/L

RELOCATE EXISTING
INFRASTRUCTURE & TRANSFORMERS

18'x41'-8"
CONCRETE SLAB

1½"

LIGHT POST

3/4" COND.

1-3x500MCM POTHEAD (SEE NOTE)

FUTURE UNIT

SCA

X

8

RELOCATE EXISTING METALCLAD & TRANSFORMERS

2-3x500 MCM POTHEADS

2-3x500 MCM POTHEADS

1½"

2-4x350 MCM L.C. CABLE

8" SLAB

FUTURE UNIT

1-3x500MCM

1-3x500MCM

SCALP SURFACE & GRADE

YARD SURFACE
8" CRUSHED ROCK

TEMPORARY
LANDSCAPE
AREA

85' FRONT

¾" CONDUIT

SIGN

TEMPORARY
FENCE

CUT
SIGN

TE
OR
S

85' FENCE

PERMANENT LANDSCAPE AREA

TEMPORARY OREGON STATE HIGHWAY EASEMENT

EST. ZONING SETBACK

10'

SIDEWALK

N.W. 16TH AVE

## CABLE LENGTHS NOT SHOWN

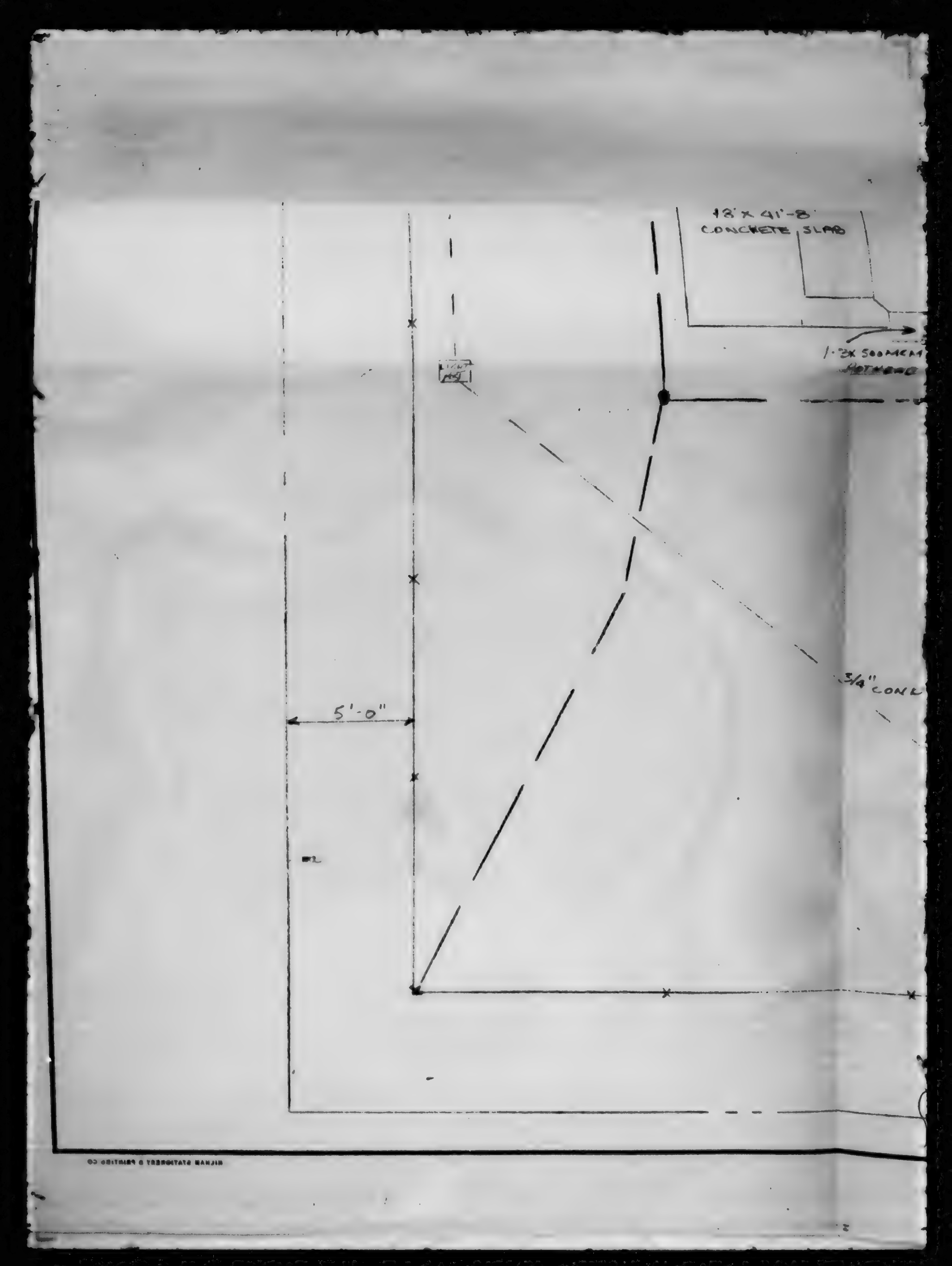
28 FT. VERTICAL AT POLES
10 FT. " " METALCLAD & TRANSFORMERS
17 FT. HORIZONTAL IN MANHOLE

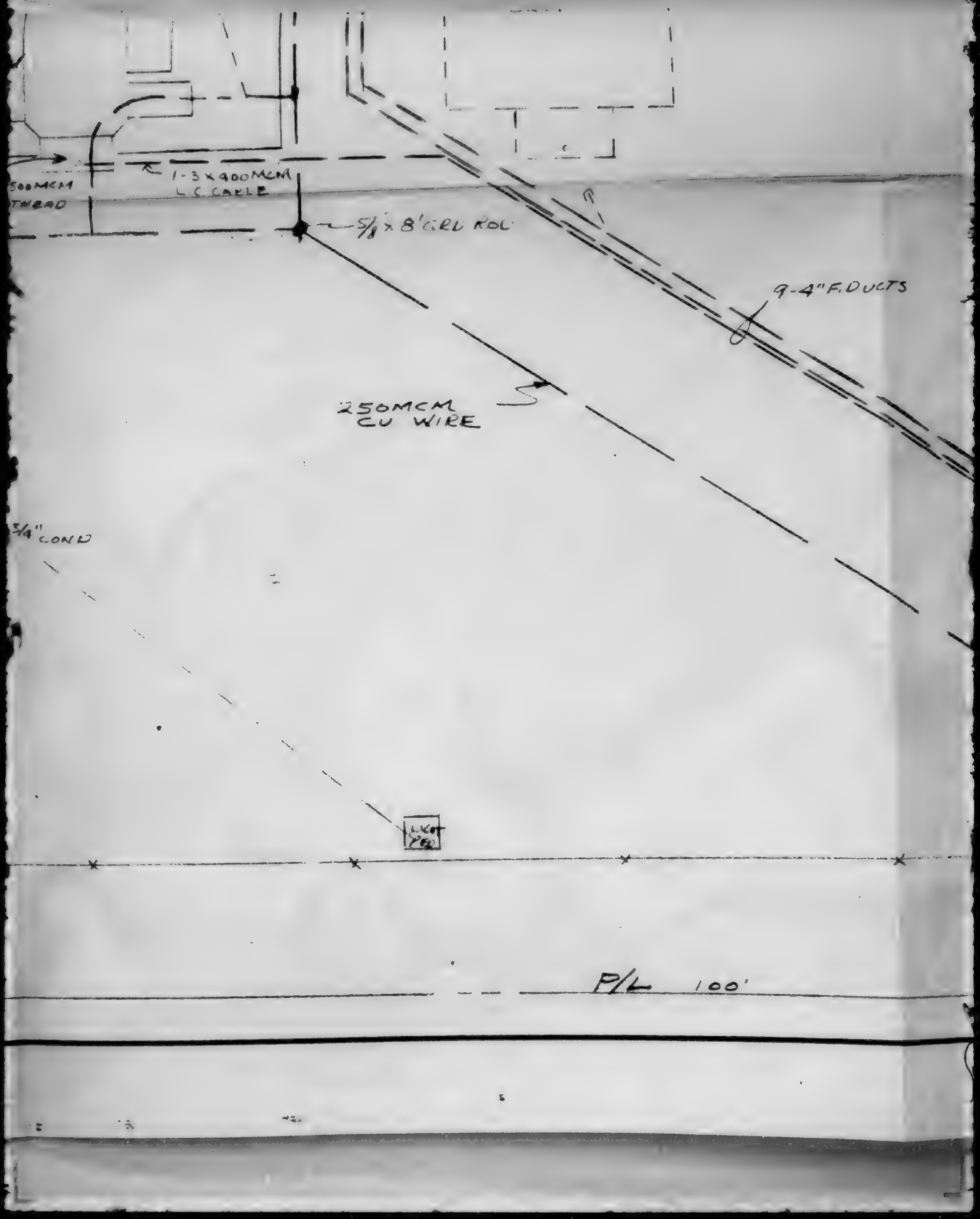
NOTE: ALL POTHEADS ON UNIT SUB ARE CONSIDERED AS A PART OF THE UNIT SUB

Green — 4 x 350 MCM LC Cable 5 KV
Blue — 3 x 350 MCM LC Cable 5 KV
Red — 3 x 400 MCM LC Cable 15 KV

## REFERENCES

| | |
|---|---|
| STATION SERVICE CABINET | EE-961 |
| FOUNDATION, CONDUIT & GROUNDING PLAN | CE-3693 |
| 2NDUNIT " " " " | CE-3872 |
| UTILITY HOUSE FOUNDATION & CONDUIT PLAN | DE-2380 |
| FENCE & LOCATION PLAN | DE-2379 |
| ELECTRICAL ARRANGEMENT | DE-2381 |
| SUBWAY PLAN | CE-3694 |


18'x 41'-8"
CONCRETE SLAB
1-3x 500MCM
3/4" CONC
5'-0"


1-3 x 400 MCM
L.S. CABLE
5/8 x 8' G.R. ROD
9-4" F. DUCTS
250MCM
CU WIRE
3/4" COND
P/L 100'

12 DUCT WINDOW
3-STUBS & CAP

7'x10' MANHOLE

3-4" F.D.

9-1 x 500 MCM
POTHEADS

PILE

10'
EST. ZONING SETBACK

12-4" F.D. TO P/L

1 x 500 MCM
POTHEADS

15'

A PLAN FOR RE-INSTALLATION
OF EXISTING FLANDERS SUBSTATION
EQUIPMENT & FACILITIES AT
N.W. 16TH AVE & EVERETT ST.

SKETCH #262

| DATE | BY | DESCRIPTION | CHK | APPR |
|---|---|---|---|---|
| | | | | |

REVISIONS

**PORTLAND GENERAL ELECTRIC CO.**
PORTLAND, OREGON

FLANDERS SUBSTATION

| APPROVALS | |
|---|---|
| DESIGN ENG'R. | SCALE 1/4"=1'-0" |
| DESIGN SUPV. | DRAWN BY W.O. MITCHELL |
| CH. DESIGN ENG'R. | CHECKED BY |
| CHIEF SYSTEM ENGINEER | DATE |
| | SKETCH NO. 262 |

RECEIVED
APR 4 1966
COMMISSIONERS

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

11-C-3) 302
1x72

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 30, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Attention: Mr. Herb Schell

Subj: N. W. Johnson-S. W. Montgomery Section
Stadium Freeway
City of Portland

Dear Sir:

As discussed previously, the City of Portland has requested that larger size sewer pipe be used in the necessary relocation of certain sewer lines cut by the freeway, particularly the pipe to be laid in 16th Avenue from Everett to Hoyt and in Hoyt Street from 15th to 11th.

Correspondence between the City and the State has established that pipe of all necessary sizes (for either the City or State plan) will be included in the bid summary sheet with specs covering increase or decrease of quantity without cause for claim. After receiving bids the City will determine whether they still want the larger sizes and, if so, they will pay the actual difference in installed cost based on ground line profiles as determined in the field at the time of construction.

The differences in sizes and quantities will be noted on the summary sheet and the possibility of change without basis for claim has been written in the specs. The estimate will show a credit for the extra work to be done for the City.

If you have any questions please contact me.

Very truly yours,

Forrest Cooper
State Highway Engineer

By A. D. Olson
A. D. Olson
Urban Engineer

OFFICE OF
STATE HIGHWAY ENGINEER

ADO:jp

cc: F. B. Klaboe

RECEIVED
MAR 29 1966
FOR FILING
I-105-8(13)302
1252

March 29, 1966

5BC
601

The Honorable William A. Bowes
Commissioner of Public Works
City of Portland
City Hall
Portland, Oregon

Dear Commissioner Bowes:

Re: Johnson Street-Montgomery Street Section
Stadium Freeway, Multnomah County

In acknowledgement of your letter dated February 24, enclosed are four copies of a resolution form for use in obtaining approval by the Highway Engineer of the City's plan for expenditure of State Tax Street Funds which will be accumulated for two or more successive years, as provided under ORS 366.815.

Please fill out the form and have the City Council adopt same. After adoption, return three signed and certified copies of the resolution to Mr. H. S. Cox, County and City Division Engineer, State Highway Department, State Highway Building, Salem, Oregon 97310.

In filling out the form, use the current calendar year and insert the sum of the particular allocation under consideration. Show the plan and program the City wishes to have approved. For instance, if the allocation is to be used for street construction, describe the section or sections of street or streets to be improved, the type of improvement contemplated, and an estimate of the total cost for the completed improvement as shown in the following example: First Street from A to D Streets. Grade, drain, place base material, and construct an asphaltic concrete wearing surface 24 feet in width. Estimated cost $20,000. Also, indicate in color on an attached map the location of your project.

The Highway Department further acknowledges approval of the widening from 36 feet to 44 feet the following streets by the City of Portland at the City's sole expense:

SW Montgomery Street east of the freeway between SW 12th and SW 13th Avenues.

SW Montgomery Street west of freeway from SW 14th Avenue west for 300 feet.

SW Columbia from SW 18th to SW 10th.

SW Jefferson from SW 13th to SW 10th.

SW Taylor from SW 18th to SW 10th.

SW Salmon from SW 13th to SW 10th.

SW Yamhill from SW 15th to SW 10th.

SW Morrison from SW 15th to SW 10th.

SW Alder from SW 14th to SW 10th.

NW Everett from NW 19th to NW 14th.

NW Glisan from NW 18th to NW 14th.

SW 15th from SW Yamhill to SW Alder.

NW 14th from NW Everett to NW Glisan.

NW 16th from NW Everett to NW Glisan.

We appreciate your interest and concern in this matter and feel the enclosed data will satisfy your request.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Enclosures

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
H. S. Cox

DNH:mm srb

OREGON STATE HIGHWAY DEPARTMENT

TO: F. B. Klaboe

PLEASE RETURN TO F. B. KLABOE

SUBJECT: Johnson St. - Montgomery St. Sect. Stadium Freeway - Portland

FROM: Co-Cty Div. (D.N. Harwell)

DATE: March 17, 1966

Per your assignment #586, dated 3-15-66 re: subject, regarding street widening responsibility & permission to accumulate State Tax Street Funds for two or more successive years, there is attached standard letter & form pertaining to this type of request. Also similar letters previously sent to cities requesting this type of action & confirming approval by the St. Hwy. Engnr.

If the attachments meet with your approval please forward facsimilie to Mr. Bowes or refer to this office for reply.

D.N. Harwell
(SIGNATURE)

Attachments

PLEASE REPLY HERE

RECEIVED
MAR 17 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 23 1966
ENGINEER
COUNTY & CITY DIVISION

Harwell -
Please see Barbee's
R/D and add your info
concerning accumulating funds
in new R/D then I ok
FBK

CK

CC: _____ (SIGNATURE) _____ (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1ST 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

1

STATE TAX STREET FUND

RESOLUTION

WHEREAS, by and under the provisions of ORS 366.785 et seq., there are appropriated annually out of the State Highway Fund certain sums of money to be allocated to cities and used for the construction, reconstruction, improvement, repair, maintenance, operation, use and policing of public highways, roads and streets within the State of Oregon, including the retirement of bonds for the payment of which such revenues have been pledged, and also may be used for the acquisition, development, maintenance, care and use of parks, recreational, scenic or other historic places and for the publicizing of any of the foregoing uses and things; and

WHEREAS, in accordance with the requirements of said statutes there has been apportioned by the State Highway Commission to the City of _____ for use and disbursement under the terms of said statutes for the calendar year of _____ the sum of $_____; and

WHEREAS, said statutes provide that no money allocated to a city may be allowed to accumulate over two successive years unless the city perfects, and the Highway Engineer approves, plans for a definite civic improvement program which will necessitate the use of more than two years' estimated allocations; and

WHEREAS, it is the opinion and judgment of the municipal authorities of the City of _____ that the best interests of the city will be promoted by the perfection of a definite civic improvement program which will necessitate the use of more than two years' estimated allocations; and

WHEREAS, it is the purpose of said City to conform in all respects with the provisions of said statutes, and for that purpose to submit to the State Highway Engineer for his approval plans, estimates and specifications for said civic improvement program;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED, as follows:

1. That the following described project is approved and adopted as the plan and program of street construction, reconstruction, improvement, repair and maintenance; and/or retirement of bonds; and/or acquisition, development, maintenance, care and use of parks, recreational, scenic, or other historic places, for said city under the provisions of ORS 366.785 et seq.;

_____

_____

2. That the City Recorder of said City be, and hereby is instructed and authorized to submit to the State Highway Engineer for his written approval plans, estimates, and specifications for said project.

3. That upon receipt of the written approval of said project by the State Highway Engineer all necessary steps shall be taken and all procedure adopted necessary for the accomplishment of said civic improvement, all of which project shall be done in strict conformance with the plans, estimates, and specifications approved by the State Highway Engineer and in compliance with the provisions of said laws.

4. That this resolution be entered in the proper and appropriate records of said City and a duly certified copy thereof delivered by the City Recorder to the State Highway Engineer.

Passed by the Common Council of the City of _____, _____ County, Oregon, this _____ day of _____, 19___.

ATTEST:

_____ City Recorder

_____ Mayor

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

I hereby certify that this resolution was adopted by the City Council of _____, County of _____, at a (regular-special) meeting of the City Council on the _____ day of _____, 19___.

By_____ City Recorder

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

The Plans as outlined in this resolution presented by the City of _____ for the year _____ are approved.

By_____ Assistant State Highway Engineer

Date_____

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

2361
MAR 1 G.G. INDSTEDT
CHIEF OF OPERATIONS

NORMAN R. DRULARD, P. E.
CITY ENGINEER

# CITY OF PORTLAND
## OREGON

February 24, 1966

REFERRED TO
KLABOE
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

Under date of March 22, 1963, a letter was addressed to Mr. Fred Klaboe over my signature, setting forth the responsibility of the City of Portland for roadway widenings on streets to conform with widths of roadways on structures overpassing the Stadium Freeway from S. W. Montgomery Street to N. W. Glisan Street. This letter committed the City to widen the roadways from 36 feet to 44 feet on the following streets, between the limits as shown:

Portland

S. W. Montgomery Street east of the freeway between S. W. 12th and S. W. 13th Avenue.
S. W. Montgomery Street west of freeway from S. W. 14th Avenue west for 300 feet.
S. W. Clay and Market Streets (State Highway responsibility)
S. W. Columbia from S. W. 18th to S. W. 10th
S. W. Jefferson from S. W. 13th to S. W. 10th
S. W. Taylor from S. W. 18th to S. W. 10th
S. W. Salmon from S. W. 13th to S. W. 10th
S. W. Yamhill from S. W. 15th to S. W. 10th
S. W. Morrison from S. W. 15th to S. W. 10th
S. W. Alder from S. W. 14th to S. W. 10th
N. W. Everett from N. W. 19th to N. W. 14th
N. W. Glisan from N. W. 18th to N. W. 14th
S. W. 15th from S. W. Yamhill to S. W. Alder
N. W. 14th from N. W. Everett to N. W. Glisan
N. W. 16th from N. W. Everett to N. W. Glisan

14th from Everett to Glisan.
Glisan 1971 By State

It is the intention of the City to carry out this work over a period of five years beginning in fiscal year 1964-65 at an estimated cost of $30,000.00 per year. Because of delays in

getting this work under contract by the State Highway Department, the City has been unable to proceed with the first year's work in fiscal 1964-1965 and will not be able to proceed during fiscal 1965-1966. In order that State gas tax money appropriated for these two years may be held over for these projects, will you please give the City a letter of approval for the projects listed above? Such approval is necessary for the preparation of the 1966-67 fiscal year budget.

Yours very truly,

Wm. A. Burns

Commissioner of Public Works

WAB:FTF:dl

RECEIVED
FEB 25 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 28 1966
FOR [illegible]

Form CD-121 (11-63) (Prom. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

EI-405-8(13)302

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
6832 Salem, Oregon

DATE: March 25, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-405-8(13)302
NW. Johnson Street - SW. Montgomery Street Section
PGE - Flanders Substation

Our September 2, 1965 memorandum on the above subject outlined procedures necessary to possibly establish eligibility of reimbursement with Federal funds for the pro rata cost of acquiring rather than relocating the Flanders substation under the provisions of Section 123 of Title 23 USC. Though numerous conferences have been held subsequently with you and your staff, as yet neither factual information that the substation is needed nor any acceptable cost estimates of alternative costs have been furnished to this office.

We understand that the substation can be removed 6 weeks after you reach an agreement with Portland General Electric. In view of the relatively minor costs involved in relation to the overall project, consideration should be given to your reaching an agreement with the utility at an early date to remove the substation. Such removal might be obtained through your payment of the value thereof on some basis or by a permit of entry involving such removal. Any payment made could then be coded as nonparticipating with the understanding that Federal participation, if any, would be determined at a later date based on supporting information which you may furnish or on a court award based on the cost to cure by relocation or by any other accepted method of valuation.

We have no objections to the plan of removing the substation and the only matter which has not been resolved is the amount of Federal participation. Under these circumstances a request for authorization to advertise the project with an exception to the requirement that all right of way be available for the contractor's occupancy and use will not be favorably recommended. Such an exception, which should be used only on rare occasions, and in this case is being considered for an extended period of time merely pending the determination of Federal participation, thereby possibly increasing the amount of the bid, is not considered to be warranted.

cc Handed Young
for distribution
3-25-66

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 2 0 1966
FORM E-30 BDM 10-65 SP*23401-734

ET-405.8 (12)
-103
C-32

545-K

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1966

SUBJECT: Johnson St. -Montgomery St. Section
Stadium Freeway
Multnomah County

To:
Mr. F.B. Klaboe
Assistant State Highway Engineer
Building

In answer to your assignment of March 4, the letter from Mr. Bowes setting forth the City's responsibility for street widening has been examined and agrees with our construction plans in the area.

The widening of Clay and Market Streets is not tied in with the Stadium project because we are constructing 30-foot structures over the freeway on these two existing 36-foot streets. The structures do not require that either Clay or Market be widened.

We have in the past prepared a plan for widening both streets to 44 feet from 13th Avenue to Front Avenue. The cost of such a project is estimated at $155,000.

We note again that this widening is not in any way necessary to the functioning of the Stadium Freeway.

Enclosed is a suggested rough draft to William A. Bowes.

F.D. Morgan
Construction Engineer

By D.J. Barbee

D.J. Barbee
Assistant Construction Engineer

DNS:jp
Attach

RECEIVED
MAR 11 1966
OFFICE
STATE HIGHWAY

NOTED
F. B. KLABOE

RECEIVED
MAR 9 - 1966
FOR FILING
EI-405-8-(13)302
G832

March 8, 1966

Mr. William A. Bowes
Commissioner of Public Works
City Hall, Room 414
Portland, Oregon 97204

Re: Removal of Spur Tracks in N. W. 15th Ave. between Hoyt and Glisan Sts.
N. W. Johnson St.-S. W. Montgomery St. Sec.
Stadium Freeway
Multnomah County

Dear Mr. Bowes:

In the construction of the Stadium Freeway it will be necessary to have portions of the railroad tracks located on N. W. 15th between Glisan and Hoyt Streets removed.

The tracks which need to be removed are shown colored red and green on the attached Exhibit "A". The track colored red is covered by Ordinance #68943 and the track colored in green is covered by Ordinance #19344. As it appears to me, the terms of the Ordinances provide that the railroad companies must remove the tracks at their own expense when requested to do so by the City of Portland.

The tracks colored in red are owned jointly by the Spokane, Portland & Seattle Railway Company and the Portland Terminal Railroad Company (formerly the Northern Pacific Terminal Company of Oregon), and the tracks colored in green are owned by the Spokane, Portland & Seattle Railway Company.

The Highway Department is the property owner opposite the rails colored in green, and I believe the city owns the property opposite the tracks colored in red.

It is necessary that these tracks be removed by June 1, 1966.

Pursuant to our agreement with the city for the construction of the Stadium Freeway, the Highway Commission would appreciate your

cooperation in this matter by having the City of Portland request the respective railway companies to remove the tracks as shown on Exhibit "A".

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

FORREST COOPER
State Highway Engineer

By
F. E. HLADKE
Asst. State Highway Engineer

FEH:JLS:ja
Encl.

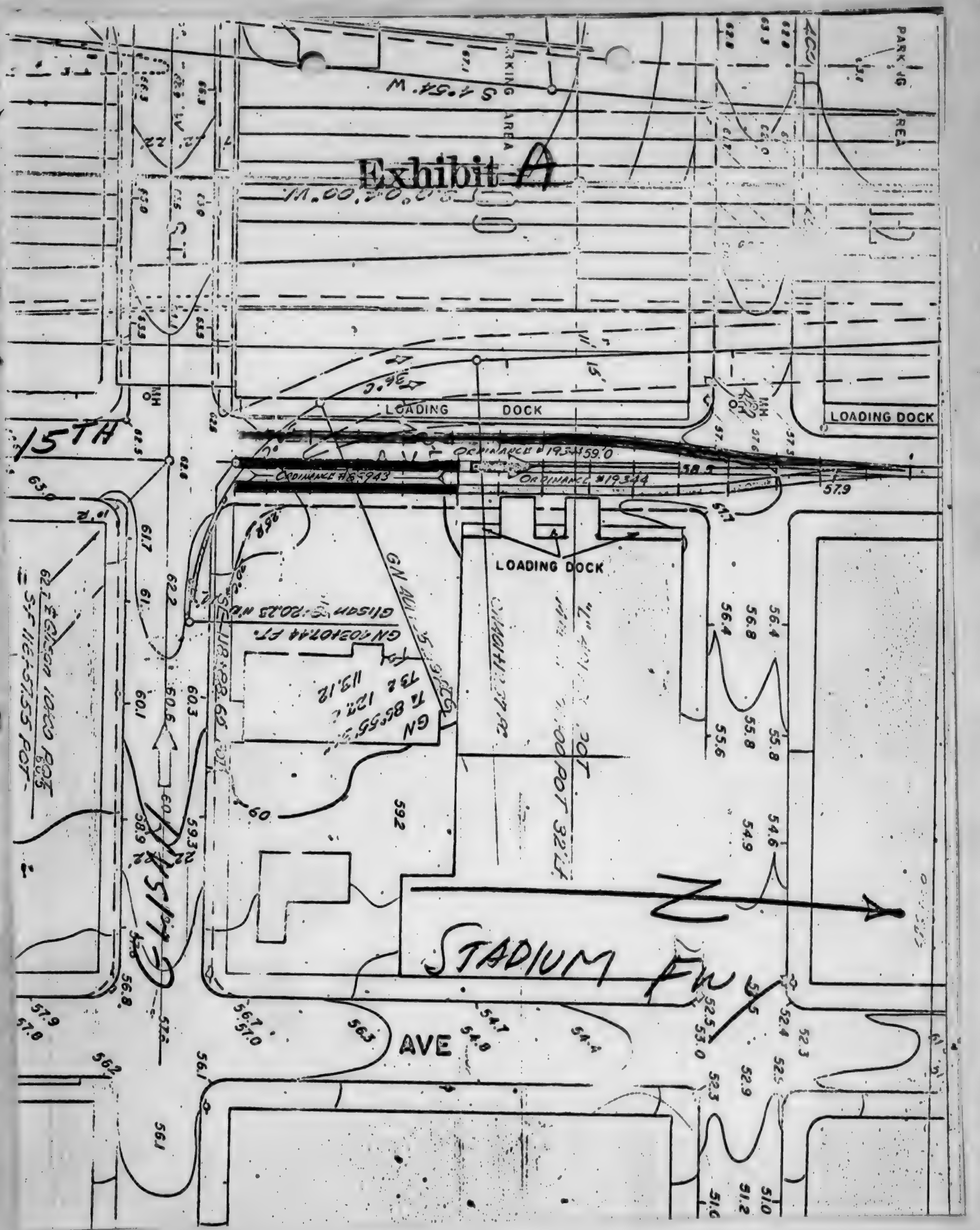
cc: Mr. Alex Brown
City Attorney
City Hall
Portland, Oregon

Spokane, Portland & Seattle Railway Co.
1101 N. W. Hoyt Street
Portland, Oregon 97207
Attn: Mr. H. F. Hoy

Portland Terminal Railroad Company
Room 209, Union Station
Portland, Oregon 97209
Attn: Mr. J. M. Jones, Manager

T. W. Litchfield
G. E. Rohde
Jack L. Sollis

# Exhibit A


PARKING AREA
LOADING DOCK
LOADING DOCK
LOADING DOCK
ORDINANCE #19459.0
ORDINANCE #5943
ORDINANCE #19344
15TH
AVE
STADIUM
AVE

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 1 Pages

RECEIVED
MAR 8 1966
FOR FILING

Section N. W. JOHNSON - S. W. MOSTGOMERY Highway STADIUM FREEWAY (I-405) County MULTNOMAH Prefix 26-1971

Res. Engr. _____ Approx. Length 1.0± Miles. Sta. 396± to Sta. 448± Date 2-28-66

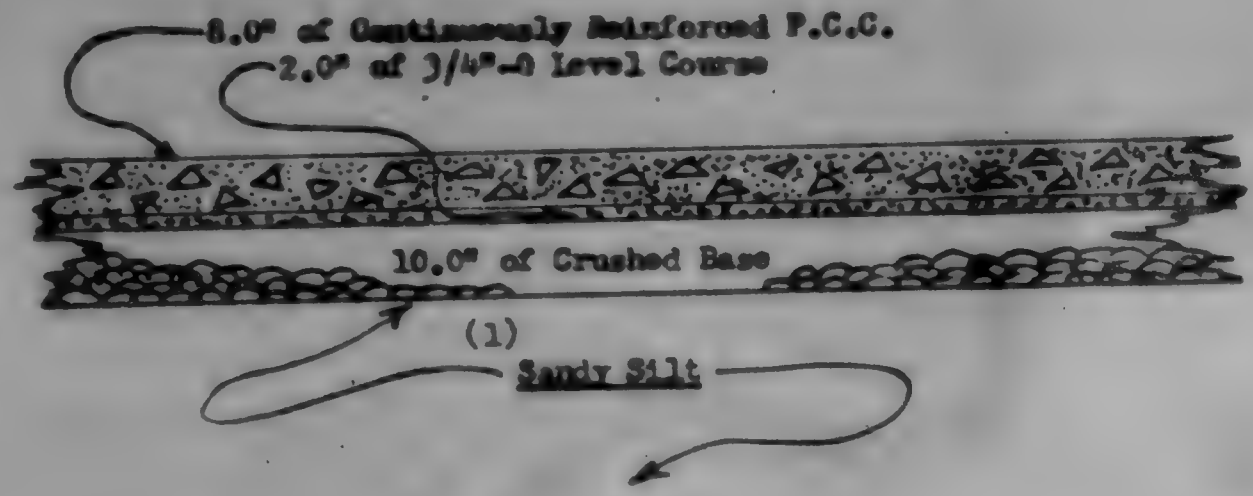
Truck A.D.T. 1040 Traffic Coefficient 10.7 18 kip s.a. per day 730.1.

Annual Precipitation 44"± Frost Penetration - - - - .

(1)
Typical Soil
24 LL
0 PI
99 %P 10
75 %P200
1 %Gravel
1 %C Sand
3 %F Sand
1 %Silt
14 %Clay
3 "R" Value
(EXCELLENT)

AASHO CLASSIFICATION:
A-4 (8)

MATERIAL SOURCES:
To be determined by the Engineer.




| CBE Total Req. | Credit | Actual Thick. | |
|---|---|---|---|
| | | 8.0 | C.R.P.C.C. |
| | | 2.0 | Level |
| | | 10.0 | Cr. Base |
| | | 20.0 | |

I-405-P (30)

NOTED
F. B. KLABOE

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by E. J. Long for Staff Assistant

Recommended by _____ Asst. Engineer of Materials

Recommended by L. F. Baker Construction Engineer

Approved by F. B. Kloboe Asst. State Highway Engineer

M. W. Johnson -
S. W. Montgomery
Stadium Freeway (I-405)
Multnomah County

"OTHER ROADS"

| Truck ADT | A.C. Wearing Surface | *PMBD or Level | Crushed Base | Total CBR Req. | Actual Thickness |
|---|---|---|---|---|---|
| 600+ | 3.5" | *3.0" | 16.5" | 29.0" | 23.0" |
| 240-600 | 3.5" | *3.0" | 15.0" | 27.5" | 21.5" |
| 90-240 | 3.5" | *3.0" | 12.0" | 24.5" | 18.5" |
| | or 3.5" | 2.0" | 15.5" | | 21.0" |
| 30-90 | 3.5" | 2.0" | 13.0" | 22.0" | 18.5" |
| 8-30 | 3.0" | 2.0" | 11.0" | 19.0" | 16.0" |
| 1-8 | 2.0" | 2.0" | 10.0" | 16.0" (Min.) | 14.0" |
| Cars Only | 2.0" | 2.0" | 6.0" | 12.0" | 10.0" |

Should substitutions be made use "CBR" Requirement column to obtain required total thickness and table below for values:

| | | | |
|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" Crushed Base |
| 1.0" | Plant Mix Bituminous Base | = | **1.83" Crushed Base |
| 1.0" | Oil Mat | = | 1.1" Crushed Base |
| 1.0" | Stone Subbase | = | 0.8" Crushed Base |

*Per letter by O.A. White dated 1-11-66 regarding a retained strength requirement of 70%.

SECTION: W. W. JOHNSON - S. W. MONTGOMERY

HIGHWAY: STADIUM FREEWAY

COUNTY: MULTNOMAH

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 47,500 (Total)

B. Future ADT 93,000 (Total)

C. Mean ADT 70,250 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 6

F. Percent Trucks 3.5 - 4.0 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ 1.85% x (C) 70,250 = 1300

H. % Trucks in Design Lane 80 %

I. Trucks in Design Lane (G) 1300 x (H) 80 % = 1040

TRAFFIC COEFFICIENT = K (I) $^{0.119}$

where K = 4.669

= 10.7

Note:

Above figures are based on an average of the estimates at 7 locations along the Mainline.

SECTION: N. W. JOHNSON - S. W. MONTGOMERY

HIGHWAY: STADIUM FREEWAY

COUNTY: MULTNOMAH

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: P.C.C. or A.C.
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Depressed
9. Conservation of Aggregates: Minor importance
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Local government has expressed a preference for the use of P.C.C. on the Portland Freeway System.
13. Traffic Safety: Continuity of pavement surface and delineation
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction

CONCLUSION AND REMARKS:

Traffic volumes are extremely heavy and include heavy commercial vehicles. Long concrete structures relatively close together will result in stretches of concrete surface. These should be connected with concrete pavement to provide surface and texture continuity. Ramp and shoulder delineation is very desirable as a traffic feature.

RECEIVED
FEB 18 1966

Form CO-121 (11-63) (Prescribed by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 15, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: SW. Johnson - SW. Montgomery Streets Section
Stadium Freeway
Adjustment of 36-inch water main
SW. Market Street Crossing

REFERRED TO
Morgan - Litchfield - Young
By Asst. State Hwy. Engr.
2-18-66

Reference is made to Mr. T. W. Litchfield's letter of February 9, 1966 which provided two sets of preliminary plans and profile, prepared by the Portland Water Bureau, showing the proposed water main and access manhole locations on the subject project. The letter also furnished an explanation of need for the water main and manholes. However, the letter did not establish who is to assume the cost of the installation. It is our understanding that this work is to be included on the construction plans and in the bid schedule of the proposed project.

We have no objections to the crossing as proposed or to the inclusion of the work in the project bid schedule. It is felt advisable, however, that the access manhole at Station "WB" 3+62± be located as far away from the curb line as possible since it is adjacent to a freeway to freeway connection. It is also noted that the plans call for the water main to be placed in a 42-inch concrete casing where it crosses beneath two retaining walls. While this feature is consistent with good engineering practices, it is felt that better results might be obtained by use of a sleeve type installation instead of the concrete jacket.

It is assumed that your Department will issue a utility crossing permit to the city covering this installation. The permit should set forth provisions for access to the manholes as well as outlining the conditions for policing and other controls to protect the highway users. Further, there should be some statement of understanding to the effect that the facility will provide for future expansion of operations to the extent that disturbing the roadway will be unnecessary. We would appreciate the opportunity to review this permit prior to its execution and subsequent submission for our approval.

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Paragraph 5(c) of the AASHO policy states in part that, "Utilities crossing underground below the roadways of Interstate highways shall be of durable materials and so installed as to virtually preclude any necessity for disturbing the roadways to perform maintenance or expansion operations." In this regard, we will expect that the specifications for materials and construction methods to be included in this work will be at least equal to those used in other water main underground crossings along this and other routes in the area.

[illegible]
TD 813.6
[illegible]
STATE [illegible]

FORM E-123X SOM 7-65

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FEB 16 1966
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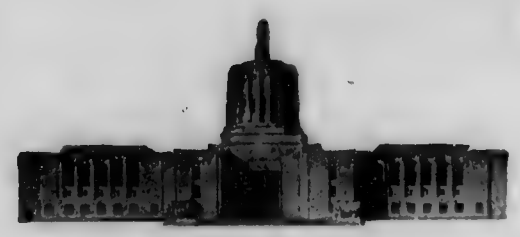
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 14, 1966

City of Portland
Bureau of Water Works
City Hall, Room 100
Portland, Oregon 97204

ATTENTION: Mr. H. K. Anderson

Gentlemen:

RE: Water Mains on Structures
N.W. Johnson St.-S.W. Montgomery St. Section
Stadium Freeway
Multnomah County

The facilities you recently requested must be suspended from the deck on the following structures:

S.W. Alder
S.W. Jefferson
S. W. Columbia

Would you please therefore, at your earliest convenience, supply this office with a typical drawing showing the type of hanger, spacing between hangers and any other details which should be furnished the contractor so that we may include this information on our plans.

Very truly yours,

F. D. Morgan
Construction Engineer

By

Phil G. Preston
for T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm:fp
cc Tom Edwards
Ivan Merchant
A. E. Johnson
Jack Hesla

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OFFICE OF
BUREAU ENGINEER

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FEB 16 1966
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. BRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-405-4(13)3K-3
6832

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 14, 1966

Pacific Power and Light Company
Public Service Building
Portland, Oregon 97204

ATTENTION: Mr. H. H. Sallee

RE: Utilities on S.W. Jefferson Undercrossing and S. W. Columbia Structures
N.W. Johnson St.-S. W. Montgomery
Stadium Freeway

Multnomah County

Gentlemen:

The facilities you recently requested must be suspended from the deck on the S. W. Jefferson and S. W. Columbia structures. Would you, therefore, at your earliest convenience, supply this office with a typical drawing showing the type of hanger, spacing between hangers and any other details which should be furnished the contractor so that we may include this information on our plans.

Very truly yours,

F. D. Morgan
Construction Engineer

By

Phil G. Preston
for T. W. Litchfield
Utilities Liaison Engineer

GPP:bjm:fp
cc Tom Edwards
Ivan Merchant
A. E. Johnson
Jack Hesla

RECEIVED
FEB 17 1966
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

FORM E-123* SDH 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH M. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

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FEB 16 1966
FOR FILING

CI-4(5) 8(13) Sec 2
6822

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 14, 1966

Portland General Electric Company
621 S. W. Alder Street
Portland, Oregon 97205

ATTENTION: Mr. C. E. Robertson

Gentlemen:

RE: Fiber Ducts in the Sidewalk of N.W. Everett Undercrossing Structure
N.W. Johnson St.-S.W. Montgomery St. Section
Stadium Freeway
Multnomah County

This is in reply to your recent request for six 4-inch fiber ducts in the sidewalk of the N. W. Everett Undercrossing Structure. Our Bridge Division advises us these cannot be provided for the following reasons:

1. Our sidewalk design at the end of the structure would allow the ducts to be exposed in the area shown in red on the accompanying sketch.

2. There is insufficient room to depress below the level of 16th Avenue without conflicting with reinforcing steel.

We would suggest that these ducts be placed through the structure without access in a location shown on the attached print. This installation would be similar to that for Pacific Northwest Bell Telephone Company on this structure.

Your utilities must be suspended from the deck on the following structures: N. W. Everett Street Undercrossing; S. W. Alder; S. W. Jefferson; and S. W. Columbia.

Please supply us at your earlies convenience with a typical drawing showing the type of hanger, the interval between hangers, and any other details which should be furnished our contractor for these structures so we may include this information on our plans.

PGP:bjm:fp
Enc.
bc Tom Edwards
Ivan Merchant
A. E. Johnson
Jack Hesla

Very truly yours,

F. D. Morgan
Construction Engineer

By

(For) T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
OFFICE OF
RON EDWARDS

FORM E-128X 80M 7-65

COMMISSIONERS
GLENN E. JACKSON, CHAIRMAN
MEDFORD
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PORTLAND

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FEB 17 1966
FOR FILING

E.I. 11C 5-8(13)302

6432

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 14, 1966

Northwest Natural Gas Company
123 N. W. Flanders
Portland, Oregon 97209

ATTENTION: Engineering Department

Gentlemen:

RE: Utilities on S.W. Jefferson Undercrossing
N.W. Johnson St.-S.W. Montgomery St. Section
Stadium Freeway
Multnomah County

The facilities you recently requested must be suspended from the deck on the S. W. Jefferson structure. Would you, therefore, at your earliest convenience, supply this office with a typical drawing showing the type of hanger, spacing between hangers and any other details which should be furnished the contractor so that we may include this information on our plans.

Very truly yours,

F. D. Morgan
Construction Engineer

By

Phil G. Preston
for T. W. Litchfield
Utilities Liaison Engineer

NOTED
TOM EDWARDS

PGP:bjm:fp
cc Tom Edwards
Ivan Merchant
A. E. Johnson
Jack Hesla

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OFFICE OF

RECEIVED
JAN 26 1966
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

EI-405-8(13)302

TO 6833 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

302

SUBJECT: Oregon Project I-405-8(13)302
Johnson Street - Montgomery Street
Stadium Freeway
Revised Traffic Counts

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: January 18, 1966

In reply refer to: 08-35-DA

Received for acceptance were two revised copies each of the standard interchange sheets that cover the proposed construction unit with the 1985 traffic projection based on the Portland - Vancouver Metropolitan Transportation Study.

Based on 10 percent of the 1985 ADT traffic projection (as suggested by your Urban Design people) for a.m. and p.m. peaks, the adequacy of the freeway and ramps have been reviewed and found to be satisfactory. The revised traffic figures for the subject project are hereby approved.

REFERRED TO
By Asst. State Hwy. Engr.

copy to Edwards
Young
1-24-66

Copy mailed 1-25-66

NOTED
TOM EDWARDS

RECEIVED

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 18 1966
FOR FILING

EI 4-5 8 (13) 3[illegible]

January 18, 1966

302

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Johnson Street-Montgomery Street Section, Stadium Freeway, City of Portland

Dear Sir:

Following your letter of December 22, 1965, in regard to use of the 19-foot planting offset adjacent to the freeway and ramps, a meeting was held between Mr. Brooks, Mr. Schell and Mr. Tokerud of your office, and Mr. Edwards, Mr. Klaboe, Mr. Merchant, Mr. Wallace, Mr. Teal and Mr. Olson of the Highway Department.

The three locations cited in your December letter were discussed at length with the decision to revise the wall offset along the ramp under the east end of the Everett Street structure and redesign and shorten that structure.

The Burnside section questioned will be left as presently designed since it was agreed that the change could not be made without creating an objectionable appearance.

The revision within the Sunset Interchange, to eliminate the setback wall and use approximately 2:1 slopes, would not offer any saving since the Market Street structure would need to be lengthened and would need to be widened for the radii at the street intersection. Since there was no economy in the change and doubt as to improved appearance, it was agreed that the matter should be left approximately as indicated on the plans.

An estimate has been made as requested for the project utilizing the proposed plan with 19-foot offset walls, where indicated, as opposed to walls at a 4-foot offset where necessary. This would be designed to allow for 3:1 slopes and 1:12 batter in the walls in both cases.

Only key items have been estimated separately, and items which remain relatively unchanged such as paving and drainage are all lumped under "comparable items".

| | Walls 19 Feet Back of Curb | Walls 4 Feet Back of Curb |
|---|---|---|
| General Excavation (Incl. disposal) | $ 1,420,000 | $ 1,375,000 |
| Walls | 2,620,000 | 2,165,000 |
| Structures | 5,800,000 | 5,420,000 |
| Landscape | 700,000 | 700,000 |
| Comparable Items | 3,590,000 | 3,590,000 |
| Totals | $14,130,000 | $13,250,000 |

This would indicate that the setback wall with landscaped strips adjacent to the curbs would be approximately $880,000 more expensive than the section with walls back of the curb.

A six to seven percent increase to improve the appearance in this manner seems more than justified.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Tom Edwards
Victor D. Wolfe
F. D. Morgan
Ivan Merchant
L. H. Young

ADO:jp srb

FORM S-123X BOM 7-61

RECEIVED
JAN 11 1966
FOR FILING
ET-405-8(13)302
6x22

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
McMINNVILLE
KENNETH H. FRADLEY, MEMBER
WASCO
DAVID A. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 10, 1966

Mr. A.W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Subj: Johnson Street-Montgomery Street
Stadium Freeway
Portland

Attention: Mr. Herbert Schell

RECEIVED
JAN 10 1966
STATE OF
HIGHWAY ENGINEER

Dear Sir:

Enclosed are two copies each of the standard interchange sheets that cover the proposed construction unit. On these sheets are shown the traffic projection for 1985 based on the Portland-Vancouver Metropolitan Transportation Study.

No attempt has been made to obtain individual A.M. and P.M. DHV's for these new counts; however, we have been advised that as the ADT increases the morning and evening peaks become less, percentage-wise, of the overall traffic, probably around 10 to 12 percent maximum of the ADT's listed.

These figures would not appear to affect the design presently proposed but have been formally updated in order to document the traffic figures being used for base design determinations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By A.D. Olson
A.D. Olson
Urban Engineer

Enclo. ADO:jp

cc: F.B. Klaboe

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

Routing: Morgan, Docker, Bond, Barbee, Walker, Glenn, Swan, Moreland, Trout, Scott, Wills, Litchfield, Olson

DATE: December 22, 1965

In reply refer to: 08-35-DA

RECEIVED
DEC 23 1965
CONSTRUCTION DIVISION

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-405-8(13)301
NW. Johnson - SW. Montgomery Street Section, Stadium Freeway
Preliminary Design

Our review of the subject preliminary design has caused some concern over use of the 19-foot planting offset, particularly under several structures where the offset is carried along a ramp. The following locations are cited as being of prime concern:

1. The on ramp left of station 408 has the full 19-foot offset under the NW. Everett Street structure, and the planting taper is carried up the ramp. This necessitates a longer structure (approximately 15 feet) at a point where it has already been lengthened by the ramp section.

2. At station 416 the Burnside Street structure can also be shortened and still maintain the intent of the offset planting.

3. A wall is added at station 446+50 where an off ramp passes under the SW. Market Street ramp connection from the Sunset Freeway. A slope within your standard will catch in this area and the elimination of the wall would "open-up" the freeway section.

Barbee

Our original understanding of your reasons for the 19-foot offset planting area was that it would be confined to the freeway section only. We suggest that serious consideration be given to tapering the above-mentioned areas before this ramp section pass under the structures. In the Burnside area it is recognized that some allowance should be made for sight distance.

NOTED
F. B. KLABOE

In order to economically justify the use of the 19-foot offset planting area please furnish us with a cost comparison of the subject section with and without the 19-foot offset. The allowances for 3 : 1 slopes and 1 : 12 batter for walls should be used in figuring both costs.

(more)

12-28-65
REFERRED TO
Morgan
BY ASST. STATE HWY. ENGR.

copy To Young 12-28-65

Plans to Bureau 2 sets.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

The above items have been discussed with various individuals of your Department October 25, November 19, December 3 and 14. Those involved in these discussions were Messrs. Sacree, Hall, Teal, Stoudenmeyer, Barbee, and Wallace, and we feel they are aware of our intentions to sufficiently support your position in this new and very appealing change in design for this section of urban freeway.

RECEIVED
DEC 23 1965
OFFICE OF
STATE HIGHWAY ENGINEER

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH W. TRIGLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 16, 1965

City of Portland
Bureau of Water Works
City Hall, Room 100
Portland, Oregon 97204

ATTENTION: Mr. H. K. Anderson

Re: Utility Hole Location on Structures
N.W. Johnson St.-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County

Gentlemen:

Herewith you will find for your review and approval two (2) copies each of the following revised drawings, showing proposed utility hole locations on structures on this project:

| Structure | Bridge No. | Drawing No. |
|---|---|---|
| U'xing of N.W. Glisan | 9276 | B-144 |
| U'xing of N.W. Everett | 9277 | B-145 |
| U'xing of N.W. Couch | 9278 | B-146 |
| U'xing of West Burnside | 9281 | B-147 |
| U'xing of S.W. Alder | 9282 | B-148 |
| U'xing of S.W. Morrison | 9283 | B-149 |
| U'xing of S.W. Yamhill | 9284 | B-150 |
| U'xing of S.W. Taylor | 9249 | B-151 |
| U'xing of S.W. Salmon | 9250 | B-152 |
| U'xing of S.W. Jefferson | 9252 | B-153 |
| U'xing of S.W. Columbia | 9253 | B-154 |

These drawings reflect a design change, which includes the reduction in width of the box girder sections by 3 feet, resulting in moving the utility locations closer to the roadway centerline in most cases.

NOTED
TOM EDWARDS

The changes you requested have been made except at the Jefferson Street Structure where we provided for 2 - 12 inch mains, but located as shown.

We would appreciate receiving one copy each of the approved revised drawings with any comments you may deem advisable. Your immediate reply to our letter of November 10, 1965 concerning this matter was appreciated, and a prompt reply to these revisions is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By

Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm
encs.

cc: Tom Edwards
I. D. Merchant
A. E. Johnson
Jack Hesla

DEC 1 1965
OFFICE OF
STATE HIGHWAY

RECEIVED
DEC 20 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-405-8 (13) 302

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 16, 1965

Portland General Electric Company
621 S. W. Alder Street
Portland, Oregon 97205

ATTENTION: Mr. C. E. Robertson

Re: Utility Hole Location on Structures
N.W. Johnson St.-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County

Gentlemen:

Herewith you will find for your review and approval two (2) copies each of the following revised drawings, showing proposed utility hole locations on structures on this project:

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|---|---|---|
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| U'xing of S.W. Alder | 9282 | B-148 |
| U'xing of S.W. Morrison | 9283 | B-149 |
| U'xing of S.W. Yamhill | 9284 | B-150 |
| U'xing of S.W. Taylor | 9249 | B-151 |
| U'xing of S.W. Salmon | 9250 | B-152 |
| U'xing of S.W. Jefferson | 9252 | B-153 |
| U'xing of S.W. Columbia | 9253 | B-154 |

These drawings reflect a design change, which includes the reduction in width of the box girder sections by 3 feet, resulting in moving the utility locations closer to the roadway centerline in most cases. It also prevented us from granting all the spaces you requested in your letter of November 26, 1965.

NOTED
TOM EDWARDS

The changes you have requested have been made with the following exceptions:

Glisan Street Structure - requested 6 fiber ducts added in sidewalk -- only 4 can be added.

Everett Street Structure - requested 6 fiber ducts added in sidewalk -- none can be added.

Jefferson and Columbia Street Structures - we have provided for 12 - 4 inch conduits, but rearranged as shown.

We would appreciate receiving one copy each of the approved revised drawings with any comments you may deem advisable. Your immediate reply to our letter of November 10, 1965 concerning this matter was appreciated, and a prompt reply to these revisions is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By
Phil G. Preston

(for) T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

encs.

cc: Tom Edwards
I. D. Merchant
A. E. Johnson
Jack Hesla

RECEIVED
DEC 1 1965

FORM S-122

RECEIVED
DEC 1 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. ERIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

November 30, 1965

Portland General Electric Company
621 S. W. Alder Street
Portland, Oregon 97205

ATTENTION: Mr. S. E. Caldwell

Re: Flanders Substation
R/W File 33887
N.W. Johnson St.-S.W. Montgomery St. Section
Stadium Freeway - Multnomah County
Project No. I-405-8(13)302

Gentlemen:

Over a year ago, on October 15, 1964, I transmitted to Mr. Irelan a draft of an agreement which was intended to provide for the relocation of your Flanders Substation.

Since that time the situation has changed and you have advised us that you do not intend to replace this substation in kind, but to absorb its capacity in the new Canyon Substation at S.W. 17th and Columbia Streets and the remodeled Station "E" at N.W. Nicolai and Front Streets. We have discussed this matter at length with the Bureau of Public Roads and they have advised that we may be able to settle this matter as outlined in Mr. Irelan's letter dated April 27, 1964. However, such a settlement would not be a standard procedure and, therefore, will require some rather detailed information from you to justify this method.

Please furnish us an explanation which will show in detail:

(1) How the existing Substation is going to be absorbed in your system.

(2) Why it is impractical to prepare an estimate for a hypothetical "in kind" replacement on the site at N.W. 16th and Everett Streets.

(3) Why it is impractical to prepare an estimate showing the increase in capacity required in the new Canyon Substation and in Station "E".

With a satisfactory answer to these questions we may proceed to obtain approval from the Washington, D.C. office of the Bureau of Public Roads to use the method proposed by Mr. Irelan to settle this matter.

Inasmuch as we plan to open bids for this project on April 19, 1966, we will appreciate your prompt reply. We expect it to take at least 60 days to obtain approval from the head office of the Bureau of Public Roads.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Portland General Electric Company - ATTN: Mr. C. J. Irelan

A. W. Parsons
F. B. Klaboe
D. H. Moehring
A. E. Johnson
J. J. Smith
Jack Hesla

NOTED
F. B. KLABOE

RECEIVED
DEC 1 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 2-65

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NOV 1 5 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
PORTLAND
DAVID B. SIMPSON, MEMBER
PORTLAND

EI-405-A(13)302

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 10, 1965

Pacific Northwest Bell Telephone Company
Northwest Natural Gas Company (Portland)
City of Portland - Water Bureau
Pacific Power and Light Company - Portland
Portland General Electric Company

Re: Utility Hole Location on Structures
N. W. Johnson St.-S. W. Montgomery St. Section
Stadium Freeway - Multnomah County

Gentlemen:

Herewith you will find for your review and approval two copies each of the following drawings showing proposed utility hole locations on structures on this project:

| Structure | Bridge No. | Drawing No. |
|---|---|---|
| U/xing of N.W. Glisan | 9276 | B-144 |
| U/xing of N.W. Everett | 9277 | B-145 |
| U/xing of N.W. Couch | 9278 | B-146 |
| U/xing of West Burnside | 9281 | B-147 |
| U/xing of S.W. Alder | 9282 | B-148 |
| U/xing of S.W. Morrison | 9283 | B-149 |
| U/xing of S.W. Yamhill | 9284 | B-150 |
| U/xing of S.W. Taylor | 9249 | B-151 |
| U/xing of S.W. Salmon | 9250 | B-152 |
| U/xing of S.W. Jefferson | 9252 | B-153 |
| U/xing of S.W. Columbia | 9253 | B-154 |

We would appreciate receiving one copy each of the approved drawings with any comments you may deem advisable. We request your prompt attention to this matter so that we may proceed with our bridge design without delay.

PGP:bjm
encs.

cc: Tom Edwards
I.D. Merchant
A. E. Johnson
Jack Hesla

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

NOTED
TOM EDWARDS

RE
NOV 1
St

RECEIVED
OCT 20 1965
FOR FILING

Form CD-121 (11-63) (Procs. by A.O. 200-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: October 13, 1965

In reply refer to: 08-35.3-EC
710.11

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Federal-aid Interstate Program

NOTED
F.B. KLABOE

Mr. Young's September 27, 1965 letter transmitted two items for inclusion in the subject program and Mr. Moehring's October 11, 1965 letter submitted a relocation plan for Item 425. The following actions are granted, effective the dates noted below:

| Item | Project | Location | Work |
|---|---|---|---|
| 425 | I-80N-5(20)204 | W. Unit Pendleton Sec. | ROW |
| 426 | I-80N-6(27)250 | Hilgard-Perry | ROW |
| 427 | I-405-8(13)302 | N.W. Johnson-S.W. Montgomery | Utility Adj. |

Program approvals and authorizations:

| Item | Project | Prog. Approv. | ROW Incidental Authorization | Util. Prep. Author. | Reloc. Author. |
|---|---|---|---|---|---|
| 425 | I-80N-5(20)204 | Stage I 9/29/65 | limited 9/29/65 remainder 10/13/65 | N/A | 10/13/65 |
| 426 | I-80N-6(27)250 | 10/13/65 | 10/13/65 | N/A | N/A |
| 427 | I-405-8(13)302 | 10/13/65 | N/A | 10/13/65 | N/A |

Item 425, I-80N-5(20)204 was previously granted program approval in Stage I on September 29 with right of way incidental cost authorization limited to exclude acquisition negotiation. You are now authorized to proceed with all right of way incidentals. Relocation advisory assistance was also withheld; however Mr. Moehring's letter appears to be in compliance with PPM 21-4.4, therefore you are now authorized to proceed with relocation advisory assistance. These authorizations are granted under Stage 1 and the provisions of Stage 1 programming as covered in our September 29 memorandum still apply.

On Item 426, I-80N-6(27)250 you are authorized to proceed with right-of-way incidental costs. Actual acquisition is withheld pending receipt of the usual map showing the limits of the proposed taking. Our August 30 memorandum previously approved the scenic strip purchase proposal under PPM 21-4.6 and Sec. 319 of Title 23, subject to normal programming procedures.

orig to Young 10-19-65 copy to Moehring

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Item 427, I-405-8(13)302 provides for utility adjustments on I-405 between N.W. Johnson St. to S.W. Montgomery St. You are authorized to proceed with utility preparatory work. Authorizations to proceed with the actual adjustments are pending receipt of the usual utility adjustment documents.

This program approval provides for Stage 2 Right of Way action at a total estimated cost of $100,000 all of which is reserved as 100% Interstate funds under the provisions of Section 319 of Title 23, and Stage 2 Utility Adjustment at a total estimated cost of $350,000 of which $322,000 is reserved as Interstate funds.

RECEIVED
OCT 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 29 1965
FOR FILING

RECEIVED
SEP 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

EI-405-8(13) 302
6432

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1965

SUBJECT: Utilities Conference
N.W. Johnson-S.W. Montgomery Sect.
Stadium Freeway

To:

Memo to the Files:

On thursday and Friday, September 16 and 17, a series of meetings were held in the office of the Metropolitan Utilities Engineer in Portland between representatives of the Highway Department and the several utilities with facilities within the limits of the subject section. In attendance representing the Highway Department were Mr. Ted Litchfield, Mr. Jack Hesla and the writer. The problems of providing for the underground plant of each of the several utilities was discussed with each organization in turn.

September 16, 9:00 A.M.
Pacific Northwest Bell
Represented by: M. G. Johnson
J. E. Hill
C. S. Mulanax; Supt.
Portland Bureau of Fires,
Alarm Div.

The telephone company does not plan present installations on the crossings at Glisan, Couch, Morrison, Taylor, Salmon or Columbia. They requested that the sidewalk area on these structures be developed for future use by placing 4 inch ducts up to a maximum of ten ducts on any one structure.

At the Everett Street crossing there are eight existing cables which the telephone company proposes to relocate using the same system currently being used at S.W. Montgomery. Under this plan a steel beam supported on temporary pile bents is placed within the street area to be occupied by the future structure. The telephone lines are transferred in service to ducts suspended each side of the web of the steel beam. The freeway excavation is made beneath the steel beam conduit and the structure constructed around it.

The crossing at Burnside is the key crossing for the telephone company. Three existing cables in Alder and seven cables in Burnside are to be relocated at Burnside. The present plan is to place new conduits beneath the grade of the freeway on the south side of Burnside.

At Alder the one remaining cable will be carried aerially during construction. Provision for this cable and eight future cables on the structure was requested.

It is proposed to relocate the existing cables in Yamhill using the steel beam conduit system proposed at Everett.

At the Jefferson Street crossing there are four existing cables. The structures planned at this crossing is a two-span steel beam structure. It was requested that a scheme similar to the steel beam conduit item be given consideration for the relocation of the existing cables.

10:30 A.M.
Portland General Electric (PGE)
Represented by R. L. Mingle

All of PGE's existing facilities are overhead lines. They requested that provision be made for six 4-inch duct in the sidewalk area at the crossing at Couch, Morrison, Yamhill and Salmon and for two 4-inch ducts at Taylor. It was requested that provision be made for twelve ducts on the structures at Jefferson and Columbia, either in the sidewalk area or by a suspended raceway. Provision for a suspended raceway was also requested at the Alder Street crossing.

1:30 P.M.
Northwest Natural Gas Company
Represented by Mr. V. W. Harper
Mr. Donald Koford
Mr. Norris Jones

The Gas Company has an existing 6-inch main in Glisan which cannot be carried on the future structure due to structural depth limitations. It is tenatively planned to relocate the main beneath the freeway north of Glisan between Hoyt and Irving. Provision for a 20-inch utility hole in the south side and a 30-inch utility hole on the north side of the structure at Everett was requested. These would be to carry a 16 and 24 inch main respectively.

There is an existing 12-inch gas main on Couch which will require an 18-inch utility hole on this structure. Limited clearance over the rigid frame structure on the 14th Ave. Off-ramp at Couch may necessitate the relocation of the 12-inch main around this proposed structure. A minimum of 18 inches clear between the top of the gas main and the street grade is necessary.

There is an existing 6-inch gas main in Morrison and 4-inch mains in Yamhill, Taylor and Salmon. It was requested that 10-inch utility holes be provided to carry these mains plus a 12-inch utility hole for future use at Taylor.

At the Jefferson Street crossing there is an existing 4-inch gas main. The Gas Company will advise as to the side and location of hangers to carry the gas main.

The Gas Company has no plans for installations on the crossings at Burnside, 14th and Alder or Columbia.

3:00 P.M.
Pacific Power and Light (PP&L)
Represented by: Mr. A. B. Brown
Mr. R. O. Meing
Mr. C. R. Rolls
Mr. Ed McKee
Mr. Al Cardelli
Mr. Clyde St Claire

PP&L requests that four 4-inch ducts be provided at the crossings at Glisan, Morrison, Jefferson and Columbia for their future power lines. They also requested a 20-inch utility hole in the structures at Morrison and Yamhill to carry existing 10 and 6-inch steam lines. The steam lines must be isolated for all other utilities except gas mains because of heat problem. The steam line at Morrison is of prime importance to PP&L's operations and will require a bypass line during construction.

PP&L has no plans for installations on the crossings at Everett, Couch, Burnside, 14th and Alder, Taylor or Salmon.

September 17, 9:00 A.M.
City of Portland, Bureau of Water Works
Represented by: Mr. H. K. Anderson, Chief Engr.
Mr. Paul Norseth, Principal Engr.
Mr. Lowell Faull, Head Draftsman
Mr. Virgil Stiger, Asst. Head Draftsman

The Water Bureau had tenatively planned to carry a 16-inch main on the Glisan Street structure. This will not be possible due to structural depth limitations. The main will be located on Irving and will pass beneath the freeway.

The Water Bureau requested that provision be made for the following installations:

| | |
|---|---|
| Everett Street | 24" main, Future |
| Couch Street | 12" main, Future |
| 14th and Alder | 16" main, Present |
| Morrison | 24" main, Present |
| Yamhill | 12" main, Present |
| Taylor | 12" main, Future |
| Salmon | 12" main, Present |

At present there are three water mains in Jefferson Street, a 32-inch supply line to the reservoir, a 30-inch supply line to the low pressure system, and a 12-inch supply line to the high pressure system. The two large mains must be kept in service and therefore will have to be relocated prior to any construction on the freeway which would disrupt service. The Water Bureau plans to relocate the 30 and 32 mains below the freeway grade and adjacent to Jefferson Street. The 32-inch main will be on the south side and the 30-inch main on the north side of Jefferson. The Highway Department is to supply the Water Bureau with the necessary grades and cross-sections at Jefferson in order that they may proceed with the design for the relocation of these two water mains. The existing 12-inch water main in Jefferson is to be replaced with a 16-inch main to be carried on the structure.

There is an existing 12-inch water main in Columbia Street which the Water Bureau proposes to relocate on the structure.

At Market Street there is an existing 36-inch reservoir supply line which must be kept in service for all but a short interval of time. It was felt that it is impracticle to relocate this main below the freeway because of the extreme excavation depths encountered at this location. The initial proposal is to carry the relocated main on the Clay Street structure. The 36-inch main can be split into two mains of equal capacity if necessary.

Each of the utility companies was made aware that construction of retaining walls adjacent to the freeway would sever any utility lines along the west curb of 13th Avenue south of Salmon or along the east curb of 14th Avenue south of Taylor.

The idea of a utility tunnel below the freeway grade between Couch and Burnside and with access from outside the right-of-way control lines was proposed to each utility company. Northwest Natural Gas Co. and Pacific Power and Light were not interested, but the three other utilities were definitely interested and the proposal is to be explored further.

Walter J. Hart
Preliminary Bridge Design Engineer

WJH:smd
cc
Tom Edwards
L. L. Wallace
Ted Litchfield
Jack Hesla

RECEIVED
SEP 23 1965
FORM E-30 REV 5-60 SP*6470-754
FOR FILING
ST-405-X(13) 30
6x32

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 20, 1965

**SUBJECT:** Utility Adjustments
N.W. Johnson-S.W. Montgomery St. Section
Stadium Freeway
Multnomah County

**To:**
Mr. L. H. Young
Office Engineer
BUILDING

Utility adjustments on this section are extensive and it is desirable to have as much of this work as possible completed before our contractor commences his operations.

Please program the utility work on this section into the construction stage. The estimated costs are as follows:

| | |
|---|---|
| Portland General Electric Company, Flanders Substation | $ 50,000 |
| ~~Right of Way~~ | ~~35,000~~ |
| City of Portland, Water Bureau | 250,000 |
| City of Portland, Bureau of Fire | 15,000 |
| TOTAL | 315,000 ~~$350,000~~ |

NOTED
F.B. KLABOE

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

PGP:fp
cc A. W. Parsons
F. B. Klaboe
C. H. Maison
A. E. Johnson
Wm. Maltby
Jack Hesla

RECEIVED
SEP 22 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-121
(11-63)
Prsb. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon 97301

EI-405-8(13)302

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 2, 1965

In reply refer to: 08-35-EC

FROM : A. J. Parsons, Division Engineer
Salem, Oregon

REFERRED TO
By Asst. State Hwy. Engr.

SUBJECT: Oregon Project I-405-8(10)302
N.W. Johnson St.-S.W. Montgomery St. Section
Utility adjustments

On December 6, 1963, representatives of your department held a meeting with utility companies which would be affected by the construction of the Stadium Freeway including the subject section. Purpose of this meeting was to acquaint the utility companies with the proposed construction schedule and ascertain requirements for relocation of utility facilities affected by the scheduled construction. Right-of-way acquisition, with the exception of that required by utility companies located outside the highway rights-of-way, has been authorized and has been proceeding in an orderly manner. You now also have underway the right-of-way clearance phase under a demolition contract. We consider these construction planning efforts meritorious; however, as of this date you have not programed the utility adjustment phase even though the construction phase is scheduled for next spring.

As provided by Mr. Swick's circular memorandum of July 24, 1964 on Utility Adjustments, these adjustments should be scheduled in advance of the highway construction except where economy, operational problems and the like dictate otherwise. It does not appear that the adjustment of the Portland General Electric Company's Flanders Street Substation, discussed at an August 30, 1965 conference, should be made an exception. Unfortunately, the replacement land at 15th and Everett apparently-acquired for this adjustment is not eligible for Interstate fund participation since it has been acquired prior to authorization; however, such action would not preclude participation in the appraised value of the company's land within the right-of-way. Furthermore, if you should program and furnish the necessary documents to obtain an authorization for providing replacing the function of the facility at 15th and Everett, such an adjustment might be eligible as reduced by appropriate credit for salvage and for those amounts, if any, of the original investment in the replaced facility which have been recovered by the utility company through service to the utility consumer. However, if replacement of the substation is not needed, the provisions of Instructional Memorandum 21-6-63 would be applicable. In any event, we would consider that the amounts eligible would be approximately limited to the replacement of facilities within private right-of-way.

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

On the other hand, if replacement is needed and Portland General Electric should develop a plan for a central master substation, costs thereof pro rated on the basis of capacity with limitations similar to those outlined for a replacement-in-like capability facility might be made eligible for participation. Agreement possibly could be reached to utilize the depreciated value of existing substation as the reimbursable cost if such an alternative was a lesser amount than the estimated cost of either the in-like facility or pro rated capacity cost of a master substation. If the utility is not adequately staffed at the present time, due to the volume of work in the Portland area, we would extend favorable action on any proposal you might make to utilize a consultant for preparation of the necessary plans and estimate for such comparisons.

Your consideration of our comments would be appreciated. We particularly urge you to initiate a program action at least to avoid necessity for separate billing of utility preliminary engineering work.

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STATE HIGHWAY ENGINEER

Copies to
Machung
Litchfield
Young
9-8-65

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SEP 7 - 1965

FORM E-30 80M 3-65 SP*6470-734

FOR FILING
EI-405-8(13) 3C2
6.32

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 1, 1965

SUBJECT: Montgomery St. -Johnson St. Section
Stadium Freeway

To:

Mr. F.B. Klaboe
Assistant State Highway Engineer
Building

Reference is made to your letter of August 24 in regard to the status of six items needed by the Bridge Division for their work on this project.

Much of this data had been provided prior to original receipt of the "want list" and the rest has been forwarded as soon as available. At the moment it appears that the only item not complete is the item of plotted cross-sections since the Bridge Division designers have the original sections and are using them in their present form. When we can revise these and submit prints of the revisions this should complete all of the data originally requested.

F.D. Morgan
Construction Engineer

By A.D. Olson

A.D. Olson
Urban Engineer

ADO:jp

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STATE HIGHWAY ENGINEER

REFERRED TO
Marchant - Edwards
BY ASST. STATE HWY. ENGR.
9-3-65

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Const
Engg
Maint Lab Const

Stadium

Salem, Oregon 97310
August 24, 1965

Mr. F. D. Morgan
Construction Engineer
BUILDING

Montgomery Street-Johnson
Street Section, Stadium
Freeway

About a week and a half ago, we sent up a list of six items needed by the Bridge Department in order to complete their work on this project.

Please advise me of the status of this assignment.

F. B. Kiaboe
Assistant State Highway Engineer

FBK:erb

Stadium Freeway
N.W. Johnson - S.W. Montgomery Section

1. Plotted X-Sections for the entire section

2. Location of retaining walls relative to the curb in the Sunset Interchange.

3. Retaining wall alignment at those locations where the wall is a variable distance from the curb.

4. Grades and alignment for the main line and all ramps and streets from Burnside to Montgomery.

5. Revised alignment and grades for 14th Ave. Off-Ramp at Burnside.

6. Coordinates for H.C. Line and for any others that have been revise

1212

FORM B-90 REV 7-64 SP°6229-764

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

REFERRED TO
Klabon
BY DEPUTY STATE HIGHWAY ENGR.
Yours please

Salem, Oregon
August 4, 1965

**SUBJECT:** Montgomery Street-Johnson Street Section Stadium Freeway

To: Mr. R. L. Porter
Deputy State Highway Engineer

ADMINISTRATION

I have discussed with Mr. Merchant the timing of the bridge design on the subject section and find that Mr. Merchant feels that there is a good possibility he will have the structure design in shape for a March 8, 1966 bid opening.

In order for us to have the right of way ready for a March 8 bid opening, I have instigated the following schedule.

All tenants are to be out of the improvements on December 1, 1965. We will advertise anything saleable in the improvements for a two-week period in December and hold the sales on December 15. A 30-60 day limit for the stripping operation will be imposed. This will mean all salvable materials will be removed by February 15.

The grading contract will be advertised on February 15 which is three weeks prior to a March 8 bid opening. The grading contract will include the removal of the buildings then remaining. This will leave a minimum period of time for the building "shells" to stand prior to their removal. It will also give the bidders an opportunity to see exactly what they will need to remove in their clearing and grubbing activity.

I believe we will get a better price for building removal from our general contractor than we would on a separate demolition contract. When the project is given to a grading contractor, he will have the full use of the right of way, and should not have as much problem with keeping city-street traffic in operation as would be required by the usual demolition contract.

I am passing this schedule along to you, as I am sure that our dispossess notices which will be given shortly will bring

about phone calls and correspondence to your office from the people being dispossessed.

The schedule I have outlined will need to be adhered to closely if we are to make the March 8 bid opening.

G. E. ROHDE
Chief Counsel

By D. H. Moehring
D. H. Moehring
Right of Way Engineer

DHM:SM
cc: G. E. Rohde
J. J. Smith
Wm. Haskin

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STATE HIGHWAY ENGINEER

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AUG 31 1965
COMMISSIONERS
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

EI 1/15 X (13) 302

6 X 32

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 27, 1965

Mr. Brice E. Smith
Attorney at Law
Portland Building
425 S. W. Washington Street
Portland, Oregon 97204

Dear Mr. Smith:

File No. 33666
Montgomery Street-Johnson Street
Stadium Freeway
Multnomah County

We have received your letter regarding the rental of our premises located at 910 S. W. 14th Avenue, Portland, Oregon, by the Bee Cleaners. It is our understanding that your client, Bee Cleaners, will occupy the property until September 20, 1965, afterwhich they have made plans to move to another location. We have directed our Portland office to put off until after September 20, 1965 any plans to sell or raze this building.

If your client changes their plans and moves before the September 20 date, we would appreciate your advising our Portland office. In this case please contact Mr. H. V. Jackson, District Property Agent, 5821 N. E. Glisan Street, Portland, Oregon, phone 235-8911, Extension 73.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

W. H. Haskin
Property Manager

WHHseal

cc: Mr. R. L. Porter
cc: Mr. H. V. Jackson

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SEP 2 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BRICE L. SMITH
ATTORNEY AT LAW
PORTLAND BUILDING

TELEPHONE 228-3347

425 S. W. WASHINGTON STREET
PORTLAND, OREGON 97204

REFERRED TO
Mechanic
BY L... V STATE HIGHWAY ENGINEER

August 20, 1965

Mr. Glenn L. Jackson
Chairman, State Highway Commission
State Highway Department
Salem, Oregon

Re: Your File No. 33666
Montgomery Street - Johnson Street Section
Stadium Freeway
Pacific Highway
Multnomah County

Dear Mr. Jackson:

Please be advised that the undersigned represents Mr. Ben D. Bleich of Bee Cleaners, whose address is 910 S. W. 14th Avenue, Portland, Oregon.

Mr. Bleich has been leasing the above premises from you since you obtained the property by condemnation. He has informed you that he will vacate the premises on September 20, 1965.

Indirectly, he heard from the State Highway Department that the premises immediately adjacent to his cleaning establishment will be partially razed in the immediate future. It is his understanding that bids will be opened on August 26, 1965, to completely strip that portion of the building adjacent to his business, to-wit: 900 S. W. 14th Avenue. It is his understanding that the doors and windows will be removed, leaving only a wallboard partition to protect him from theft and vandalism.

Some six months ago, approximately $6,000 worth of merchandise was taken from his place of business, and as you probably realize, a cleaning establishment is particularly vulnerable. He has been advised that the insurance company may cancel his insurance coverage, in view of the fact that there will be no protection.

I would appreciate receiving word from you that the adjacent premises in the same building will not be stripped or razed until

Orig L Mackey
8-24-65

after he has vacated the premises on September 20, 1965.

If his understanding is correct, and you continue in this proposal to partially strip the premises known as 900 S. W. 14th Avenue, please be advised that he will hold the State Highway Commission liable for any acts of vandalism or theft occurring as a result.

Very truly yours,

Brice L. Smith

BRICE L. SMITH

cc:Mr. Ben D. Bleich
Bee Cleaners
910 S. W. 14th Avenue
Portland, Oregon
cc:Mr. G. E. Rohde
Chief Counsel
State Highway Commission
Salem, Oregon
cc:Mr. H. V. Jackson
District Property Agent
5821 N. E. Glisan
Portland, Oregon

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AUG 23 1965
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STATE HIGHWAY ENGINEER

RECEIVED
AUG 20 1965
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EI-405-8(12)302

C-8352

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17, 1965

SUBJECT: Building Demolition
Stadium Freeway

To:

Mr. W. H. Haskin
Property Manager

BUILDING

The Stadium Freeway project from Johnson Street, southerly, has now been tentatively scheduled for a bid opening on April 19, 1966. This is one letting later than the originally scheduled March 8 date.

Please carry on with the vacating of all buildings in this area by the November 30 date as originally scheduled. The one exception to this is in the case of the Braley-Graham operation. In this one instance, our front office has given the owners a March 1, 1966 deadline for vacating the premises. This will mean that on the Braley-Graham building you will need to schedule a salvage sale as close to March 1 as possible, with the salvaging operation to be completed by March 29.

It will be necessary for you to advise the Chief Designer which buildings are to be included in the clearing and grubbing item of the grading contract. Please prepare a list of the buildings involved from Johnson Street southerly for Frank Ball's use.

I suggest that you prepare separate lists of any buildings in the area from John Street north which for any reason need to be demolished. This list can either be included in the April grading contract, or on a separate demolition contract if such is indicated. Vacant, unrentable buildings, and any buildings which the City of Portland officials feel are a nusiance or danger to the area should be included in the list.

If you have any question on this matter, please discuss it with me.

D. H. MORRING

DHM:SM
cc: F. B. Kleboe
D. J. Barbee
James J. Smith

NOTED
F. B. KLEBOE

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AUG 18 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 29 1965

FOR FILING

EI-405-8(13)302

6832

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 27, 1965

SUBJECT: Documentation for Urban Area Program Approval

To:
L. H. Young
Office Engineer
O f f i c e

Attention: Dick Chase

In an effort to comply with the requirements of Bureau of Public Roads IM 50-2-65, we have reviewed two projects in the Portland Metropolitan Area and wish to offer the following analysis.

(1) N. W. Johnson St. - S.W. Montgomery St. Section, Stadium Freeway, FAI405
A portion of this project concerning rights of way and right of way demolition has been approved by the Bureau of Public Roads as project 405-8(10)302. In view of this prior approval, this project clearly follows paragraph B-2 of IM 50-2-65 which states "Projects providing for the completion of construction as defined in PPM 21-12 of sections for which some phase of construction has been previously authorized, may be approved by the Division Engineer. The termini for such projects must, however, be the same as for the previous authorization". No further documentation from the transportation study will be required for this project.

(2) St. Helend Road - N. W. 21st Avenue Section, Lower Columbia River Highway
A portion of the rights of way for this project has received prior approval from the Bureau of Public Roads. If the remainder of the rights of way is to be programmed under an extension of the original project, comprehensive documentation will not be necessary since subsequent programming for construction would be covered by paragraph B-3 of IM 50-2-65. Assuming this method is to be used, the following documentation should accompany the program submittal:

1. A statement reporting that a substantial portion of the rights of way for this project has been acquired.
2. A statement indicating Bureau of Public Roads approval of the location and preliminary design.
3. Some form of documentation indicating the acceptance of the location and design of this project by the City of Portland.

These data should be available in your office with the exception of Item #3 which can be provided by the County and City Division.

Please advise us if the currently unprogrammed portion of the rights of way is to be a seperate project rather than an extension of the existing project, since this will require additional supporting data from the transportation study.

RECEIVED
JUL 28 1965
OFFICE OF
STATE HIGHWAY ENGINEER

ORIGINAL SIGNED BY L. E. GEORGE

NOTED
TOM EDWARDS

L. E. George
Assistant Traffic Engineer

OBJ:mp
cc: Tom Edwards
H. S. Cox

(1911 SIGNS)

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (9-64)

# HIGHWAY DEPARTMENT INVOICE

NO. 90093

| DATE | BILLING REQ. NO. | YOUR ORDER NO. | CREDIT DISTRIBUTION |
|---|---|---|---|
| 1-11-67 | 66 1065 | | 303-2715-295 |

RECEIVED
JAN 12 1967
ENGINEER
COUNTY & CITY DIVISION

•
•City of Tulalip
•City Hall
•Tulalip, Oregon 97038
C. D. Haynes, City Recorder

NOTED
RICHARD UNREIN

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

| DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| Final Billing: Special City Allotment project on Hart Avenue, contract # 6533. Covered by Agreement dated April 1, 1966. | | | |
| As per attached statement: | | | |
| Final Cost | | $2,134.11 | |
| Agreed State share | | $2,000.00 | |
| Agreed City share | | | 134.11 |
| Balance due State | | | 134.11 |

NOTED
P. B. Arensmeier

NOTED
H. S. COX

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received in Lieu of Billing Request #9. _____

By _____

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT

Form A-121—(7-65)
SP°F294

# Request for Outside Billing

(Or Advice of Cash Transaction)

Address invoice to: City of Molalla
City Hall
Molalla, Oregon 97038
Attention of Mr. C.D. Haynes, City Recorder

Request No. (assigned by staff engineer or head of division) cc-1045
Date January 11, 1967
Payer's Order No. (if any)
Department Order No. (if any) (Number of "Order to Render Service")

**Description and Authority:** (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

FINAL BILLING: Special City Allotment project on Hart Avenue, contract # 6833
Covered by Agreement dated April 1, 1966.

**Itemized Statement:**

| Quantity | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | City's advance deposit | | $ 0.00 |
| | | As per attached statement: | | |
| | | Final Cost | $20,134.11 | |
| | | Agreed State share | 20,000.00 | |
| | | Agreed City share | | $134.11 |
| | | BALANCE DUE STATE..... | | $134.11 |

If payer has made payment for this service, indicate the amount of payment. $.....

If payer has made a deposit with the Department to guarantee payment, indicate the amount of the deposit. $----

Is this a partial or final request for billing? Final

If there have been any previous requests for billing in connection with this same service, indicate the total amount of all previous requests. $.....

Give the number of the last previous request in connection with this same service. .....

Credit distribution: 303-1715-295

NOTED
RICHARD UNREIN

Submitted by: Richard Unrein

Approved: D.W. Hampton
Division Engineer

Approved:
Department Head or Staff Engineer

**Instructions:** The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the Accounting Division. Additional copies may be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for this purpose. Accounting Division.

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date January 11, 1967

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Program Year 1966

Contract # 6833 Prefix 303-1715 Survey Prefix 303-1426

Street Hart Avenue

City Molalla

| | |
|---|---|
| Payments to Contractor (See attached voucher)..... | $17,244.43 |
| Engineering and Contingencies..... | 2,883.22 |
| * Survey (Total = $1,018.30). City's pro rata share..... | 6.46 |
| TOTAL..... | $20,134.11 |
| Agreed State Share | 20,000.00 |
| Agreed City Share | $ 134.11 |
| City Advance Deposit | $ — |
| BALANCE DUE STATE | $ 134.11 |

Reference: Outside Billing co-1045

* Construction costs over $20,000.00 = $127.65
Construction costs = 20,127.65

$\frac{127.65}{20,127.65} \times \$1,018.30 = \$\ 6.46$

City share of preliminary engineering = $ 6.46

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

# CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY: CLACKAMAS

CONTRACT NO.: 6833

ESTIMATE NO.: 3 Fina

HIGHWAY: CITY STREET

FEDERAL AID PROJECT NO.:

SECTION: MOLALLA /HART AVE/

| NO. | ITEMS | | UNITS | UNIT PRICE | QUANTITY TO DATE |
|---|---|---|---|---|---|
| 001 | GENERAL EXCAVATION | UNCLASSIFIED | CU YDS | .7000 | 1,291.60 |
| 002 | WATERING | | M-GALS | 4.0000 | 30.00 |
| 003 | 3/4IN-0 MATERIAL IN BASE | | CU YDS | 3.0000 | 177.00 |
| 004 | STONE BASE | | CU YDS | 2.9500 | 1,037.00 |
| 005 | 3/4IN-0 MATERIAL IN | PRIME COAT | CU YDS | 6.0000 | 16.00 |
| 006 | RC-250 ASPHALT IN PRIME | COAT | TONS | 150.0000 | 2.50 |
| 007 | CLASS B ASPHALT | CONCRETE | TONS | 10.2500 | 1,019.43 |
| [illegible] | ADJUSTING MANHOLES | | ONLY | 20.0000 | 3.00 |
| 009 | EXTRA FOR A C CONC | APPROACHES | ONLY | 40.0000 | 9.00 |
| 010 | EXTRA FOR A C CONC | CURBS | LIN FT | 1.1000 | 225.00 |
| | PRICE AGREEMENT ITEMS | | | | |
| 30101 | EXTRA STANDARD AC | CONCRETE CURB | LIN FT | 1.5000 | 695.00 |

DATE: ~~xxxxxxxx~~ 9/7/66 6833

PREVIOUS VOUCHER NO.: 5755

CHECKED BY: CP/md

ENGINEER OR AUDITOR: L. A. Johnson

TOTAL CONTRACT ITEMS

% RETAINED ON CONTRACT ITEMS

FORCE ACCOUNT

TOTAL PAYMENTS

Private

| CONTRACT NO. | ESTIMATE NO. | PREFIX NO'S. | |
|---|---|---|---|
| 6833 | 3 Final | 303-1715-201 (41) | 9.00 Cr. |
| | | 303-1715-204 (41) | 831.65 Dr. |
| FEDERAL AID PROJECT NO. | | | |

AVE/

| UNITS | UNIT PRICE | QUANTITY TO DATE | AMOUNT TO DATE | PREVIOUS AMOUNT | PRESENT AMOUNT |
|---|---|---|---|---|---|
| CU YDS | .7000 | 1,291.600 | 904.12 | 904.12 | |
| M-GALS | 4.0000 | 30.000 | 120.00 | 120.00 | |
| CU YDS | 3.0000 | 177.000 | 531.00 | 540.00 | 9.00- |
| CU YDS | 2.9500 | 1,037.000 | 3,059.15 | 3,059.15 | |
| CU YDS | 6.0000 | 16.000 | 96.00 | 96.00 | |
| TONS | 150.0000 | 2.500 | 375.00 | 375.00 | |
| TONS | 10.2500 | 1,019.430 | 10,449.16 | 10,449.16 | |
| ONLY | 20.0000 | 3.000 | 60.00 | 60.00 | |
| ONLY | 40.0000 | 9.000 | 360.00 | 360.00 | |
| LIN FT | 1.1000 | 225.000 | 247.50 | 247.50 | |
| LIN FT | 1.5000 | 695.000 | 1,042.50 | 1,042.50 | |
| | | | | | |
| | | | | | |
| | | | |

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SEP 19 1966
FOR FILING

303-1715

6933

September 19, 1966

General Insurance Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6833 awarded to The Dutton & Adkins Construction Company for grading and paving on Hart Avenue in Molalla, Clackamas County was completed on July 29, 1966, and accepted by the Highway Commission on September 13, 1966.

Final payment in the amount of $822.65 will be released to the contractor after September 22, 1966. The total contract amount is $17,444.43 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. J. Head, Assistant Secretary

go

cc: The Dutton & Adkins Construction Company
P. O. Box 31
Molalla, Oregon 97038

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
SEP 14 1966

303-1715
6833

September 13, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed July 29, 1966, on Contract No. 6833. The contract was with The Dutton & Adkins Construction Co. and was for grading and paving on Hart Avenue in the city of Molalla in Clackamas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 13, 1966, and that you concur in this procedure at the Commission meeting on October 6.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klaboe
Victor D. Wolfe
L. M. Young
F. D. Morgan
C. H. Maison
L. W. Rulien

bg

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| | SECTION: Molalla (Hart. Ave.) | WEEK ENDING: August 5, 1966 |
| | | SECTION PREFIX: 303-1715 |
| | HIGHWAY: City Street | COUNTY: Clackamas |
| NAME OF JOB: Molalla (Hart Ave.) | KIND OF WORK: Grading & Paving | |
| CONTRACTOR: Dutton & Adkins Const. Co. | CONTRACT NUMBER: 6833 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 13, 1966 | ESTIMATED COMPLETION DATE: - |
| AVERAGE FORCE ON PROJECT FOR THE WEEK<br>MEN 0 SUPERVISION 0 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 50 | CALENDAR DAYS USED 45 |
| | SPECIFIED COMPLETION DATE: Aug. 3, 1966 | PERCENT OF TIME ELAPSED: 90 |
| PROJECT AUTHORIZATION $ 18,937.12 | ENGINEERING AUTHORIZATION $ 1,346.64 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING $ 17,590.48 | ENGINEERING COST TO DATE $ 2,000 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 |
| ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING $ 17,183.93 | | DATE PROJECT WAS COMPLETED |
| ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN 2 % | PERCENT OF AUTHORIZATION 148 % | July 29, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE | MAT'L PROD | | |
|---|---|---|---|---|---|---|---|
| | | 100 | 100 | 100 | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.18 | 0.18 | | | 0.18 |
| MILES PARTIALLY COMPLETED | 0 | 0 | | | 0 |
| MILES COMPLETED | 0.18 | 0.18 | | | 0.18 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 1200 | 1180 | | | 1000 |
| TOTAL QUANTITIES CORRECTED TO DATE | 1291 | 1217 | | | 1019 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 1291 | 1217 | | | 1019 |
| AVERAGE DAILY QUANTITIES | 100 | 100 | | | 200 |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | 1 |
| HOURS PER SHIFT | | | | | 8 |

EQUIPMENT USED DURING THE WEEK.

none

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | |
|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | Fair | | | |
| TUESDAY | " | | | |
| WEDNESDAY | " | | | |
| THURSDAY | " | | | |
| FRIDAY | " | | | |
| SATURDAY | | | | |

Routing
Morgan
Decker
Bond
Barbee
Walker
Olcott
Swan
Morelock
Trout
Scott
Wills
Litchfield
Olson
BLANCHFORD

RECEIVED
AUG 8 1966
CONSTRUCTION
DIVISION

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY<br>Aug. 1 | |
| TUESDAY<br>Aug. 2 | |
| WEDNESDAY<br>Aug. 3 | |
| THURSDAY<br>Aug. 4 | |
| FRIDAY<br>Aug. 5 | |
| SATURDAY | |

## REMARKS

No work was done on the project this week.
This project has been completed.
This will be the final report on the project.

SIGNED Lowell A. Johnston LOCATION Milwaukie

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

SCA

NOTED
H. S. COX

June 2, 1966

Mrs. Billie Walker
City Recorder
City Hall
Molalla, Oregon

Dear Mrs. Walker:

On May 19, 1966, we forwarded a letter to you stating Craig Landeen of Canby was the apparent low bidder on the Hart Avenue Special City Allotment project. After checking the bids we find that Craig Landeen made an error in his bid and that the Dutton & Adkins Construction Company of Molalla submitted the low bid. The anticipated cost based on the low bid is as follows:

| | | |
|---|---|---|
| Contractor's bid | | $16,633.00 |
| Anticipated additional items | | 200.00 |
| | TOTAL | $16,833.00 |
| Engineering & contingencies (12-1/2%) | | 2,104.13 |
| | | $18,937.13 |

This project was awarded to the Dutton & Adkins Construction Company on May 23, 1966.

Very truly yours,

H. S. Cox
County and City Division Engineer

By NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

NOTED
DON HARWELL

RECEIVED
JUN 1 - 1966
COUNTY SUPERVISOR
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

303-1715
6722

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORIER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 23, 1966

The Dutton & Adkins Construction Co.
P. O. Box 21
Molalla, Oregon

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 6833 for the following project:

Grading and paving on the Molalla (Hart Avenue) section in Clackamas County.

This award was based on your bid of $16,633.00 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: F. D. Morgan
L. M. Young
C. D. Matchis (SLC)

May 19, 1966

Mrs. Billie Walker
City Recorder
City Hall
Molalla, Oregon

should be: Dutton & Sons Construction Co. of Molalla

Dear Mrs. Walker:

On May 19, the State Highway Commission opened bids on the Special City Allotment project on Hart Avenue in Molalla. The Low bid was submitted by ~~Craig Lancaster~~ of Canby and the anticipated cost based on the bid is as follows:

| | | |
|---|---|---|
| Contractor's Bid | ~~$16,160.00~~ | 16,633.00 |
| Anticipated Additional Items | ~~800.00~~ | 200.00 |
| TOTAL..... | ~~$16,960.00~~ | 16,833.00 |
| Engineering and Contingencies (12½%) | ~~2,082.50~~ | 2,104.13 |
| TOTAL ANTICIPATED COST... | ~~$18,742.50~~ | $18,937.13 |

We anticipate that this contract will be awarded in the very near future.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RUsmr

NOTED
DON HARWELL

RECEIVED
APR 11 1966
FOR FILING

303-1715
6833

April 8, 1966

MISC. CONTRACTS and
AGREEMENTS No. 4005

Mrs. Billie Walker
City Recorder
City of Molalla
Molalla, Oregon

Dear Mrs. Walker:

We are enclosing for your records a fully executed copy of a Construction-Finance Agreement covering Hart Avenue in the City of Molalla.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

NOTED
H. S. COX

Salem, Oregon
March 10, 1966

Mr. J. E. Moreloc
O F F I C E

Special City Allotment Project
Hart Avenue
City of Molalla

The survey data on the above named section has been examined and found to be consistent with the project as requested by the city and approved by the Highway Commission.

This office contacted the city and they wish to proceed with Mr. D. D. Rohrbough's Plan #2 which involves widening to twenty feet on the easterly side of Hart Avenue.

NOTED
RICHARD UNREIN
Richard Unrein, Field Engineer
County and City Division

NOTED
DON HARWELL

RU:mm
Att.

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



Section HART AVENUE (FROM MAIN TO 4TH STREET) Highway CITY OF MOLALLA County CLACKAMAS Prefix 303-1426

Res. Engr. D. D. Rohrbough Approx. Length 0.18 Miles. Sta. _____ to Sta. _____ Date 2-7-66

Truck A.D.T. 154 Traffic Coefficient 8.5 18 kip s.a. per day 108.0.

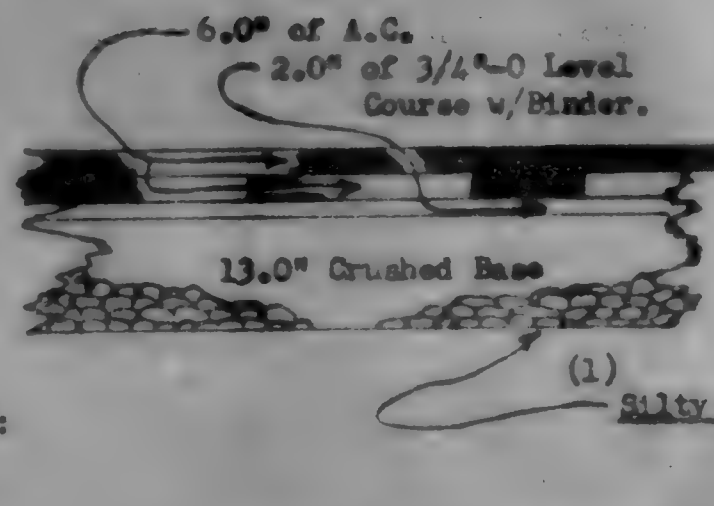
Annual Precipitation 46" Frost Penetration - - - - -.

(1)
Typical Soil
33 LL
12 PI
90 %P 10
74 %P200
10 %Gravel
6 %C Sand
9 %F Sand
43 %Silt
32 %Clay
10 "R" Value
(Corrected)

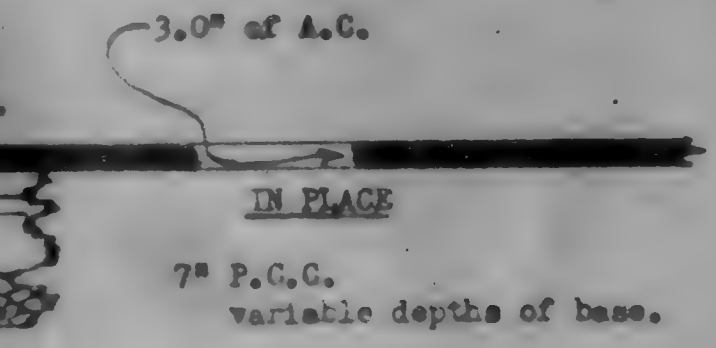
AASHO CLASSIFICATION:
A-6 (9)

MATERIAL SOURCES:
To be determined by the Engineer.

NEW WORK and/or WIDENING




EXISTING ROADWAY WHERE UTILIZED




| CBE Total Req. | Credit | Actual Thick. | |
|---|---|---|---|
| NEW WORK and/or WIDENING | | | |
| | 12.0 | 6.0 | A.C. |
| | 2.0 | 2.0 | Level Course |
| | 13.0 | 13.0 | Cr. Base |
| 27.0 | 27.0 | 21.0 | |
| OVERLAY EXISTING ROADWAY | | | |
| | | 3.0 | A.C. |
| | | See Section | |

Values assigned various components of the pavement structure:

| | | | |
|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" Crushed Base |
| 1.0" | Oil Mat | = | 1.1" Crushed Base |
| 1.0" | Stone Subbase (As Standard Specs plus 8%) (max. P#200 sieve and min.) ("R" Value of 70. ) | = | 0.8" Crushed Base |

Should substitutions be made use "CBE" column for total required thickness and table for values.

NOTED
F. B. KLABOE

Submitted by _____ for Staff Assistant

Recommended by _____ Asst. Engineer of Materials

Recommended by _____ Construction Engineer

Approved by _____ Asst. State Highway Engineer

cc:
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Rural Engineer
County-City (2)

RECEIVED
FEB 18 1966

SECTION: HART AVENUE (FROM MAIN TO 4TH STREET)

HIGHWAY: CITY OF MOLALLA

COUNTY: CLACKAMAS

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 1500 (Total)

B. Future ADT 2600 (Total)

C. Mean ADT 2050 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 15 (ADT Basis)(Logging & Lumber)

G. Trucks (in one direction) $\frac{F}{2}$ = 7.5 x (C) 2050 = 154

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 154 x (H) 100 % = 154

TRAFFIC COEFFICIENT = X $(I)^{0.119}$

where X = 4.669

= 8.5

SECTION: MAST AVENUE (FROM MAIN TO 4TH STREET)

HIGHWAY: CITY OF MOLALLA

COUNTY: CLACKAMAS

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: When constructed to present O.S.H.D. surfacing thickness
5. Cost Comparisons: See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: All recent work is A.C.
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Considerations: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City requested A.C.
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison made as this is a short (0.18± mi.) project and consists of widening a present 16' P.C.C. pavement to 22' of paved roadway. The existing P.C.C. will be utilized with the addition of 3½" of A.C. overlay.

RECEIVED
JAN 31 1966
FOR FILING
303-1715
6822

RECEIVED
JAN 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

1-26-66

Prefix No. 303-1426

LOCATION PROSPECTUS
HART AVENUE SECTION
CITY OF MOLALLA - CLACKAMAS COUNTY

HIGHWAY: Hart Avenue from Main Street to 4th Street in the city of Molalla. Not on Federal-aid or State system.

TERMINI: The northerly terminus is at the intersection of Hart Avenue and Main Street. The southerly terminus is at the intersection of Hart Avenue and 4th Street.

LENGTH: 0.18 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment. Reconnaissance was conducted by the Resident Engineer. There are no special drinage problems. Soils investigations will be conducted. The survey need not be tied to the Lambert Grid system. Existing pavement will be utilized where practicable. This project will be constructed with 1966 Special City Allotment Funds.

TYPICAL SECTION: Two 11-foot travel lanes with a 4-foot shoulders on the east side and a 4-foot asphaltic gutter and shoulders combination on the west side.

BASE DESIGN: The tentative design for construction is:

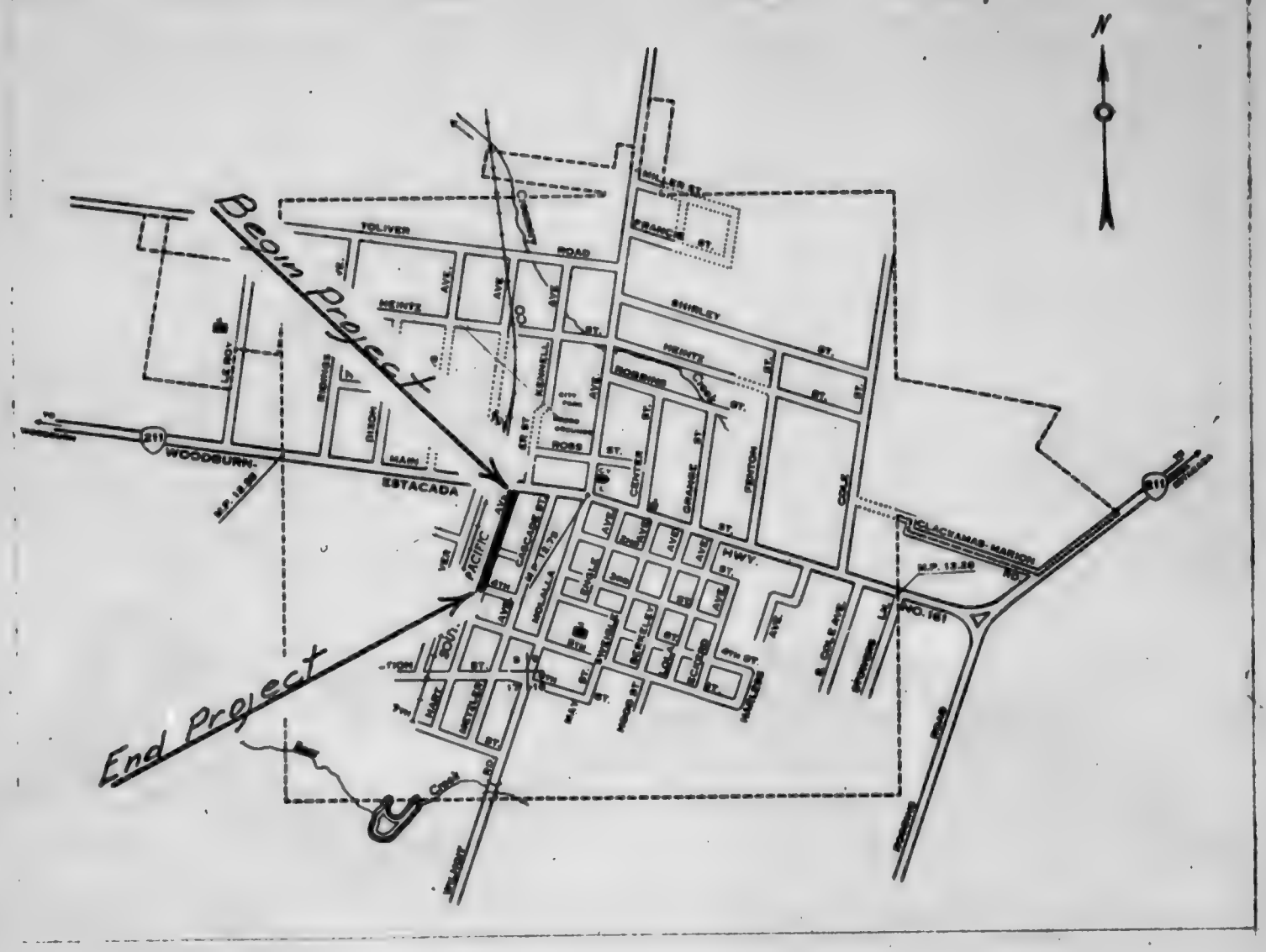
| | | |
|---|---|---|
| Paving | 3-1/2" | A.C. |
| Top Course Base | 2 " | Leveling |
| Bottom Course Base | 15 " | Coarse Crushed |
| Total Depth | 20-1/2" | |

MATERIAL SOURCES: Investigations for suitable material will be conducted and referenced to the line.

ADDITIONAL FACILITIES: There are no railroads or major stream crossings.

AGREEMENTS: Routine negotiations for a Special City Allotment project.

January 26, 1966
Attachment
cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. W. Rulien (3)
Mark Astrup
R. N. Chase
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
O. B. Jackmond
Val Johnson
Ivan Merchant (4)
D. H. Moehring (3)
A. D. Olson
James Owens
Phil Preston (2)
Jack Rowland
O. C. Turner
F. W. Yarbrough (2)
L. H. Young



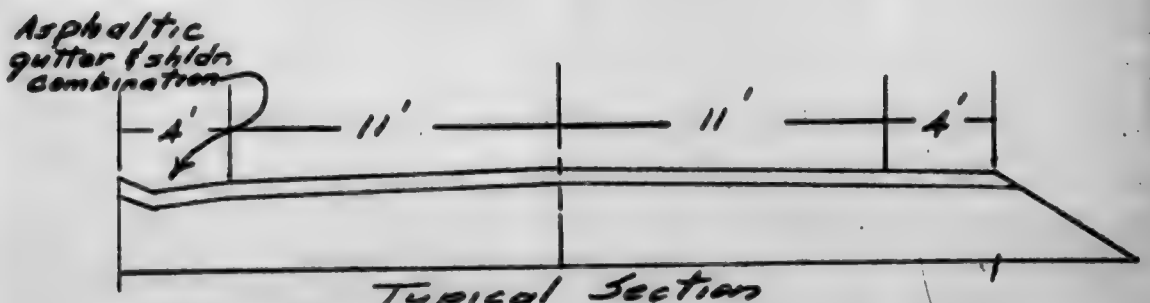

Prospectus Map

Hart Avenue Section

City of Molalla

Clackamas County

1966




Typical Section

Form B-23—OM—6-65

OREGON STATE HIGHWAY DEPARTMENT

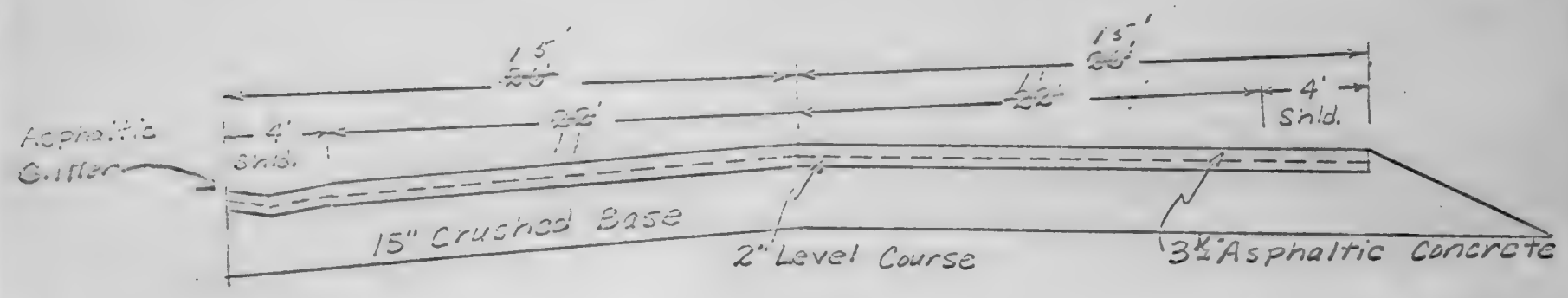
# REQUEST FOR SURVEY

Section Hart Avenue (Main Street to 4th Street) Date January 11, 1966

Highway City Streets (Molalla) Authorization No. 1

County Clackamas Division 1 Survey Prefix 303-1426
(Assigned by Salem office)

Description of termini, route, length, etc.: Grade and pave Hart Avenue from Main Street to 4th Street. The overall length of the proposed project is 0.18 miles.




Purpose of survey: To perform field work, prepare map, plans, specifications and estimate for grading, surfacing and paving street to the above typical section.

RECEIVED
FEB 15 1966
ENGINEER
COUNTY & CITY DIVISION

Estimate of cost:

| | | |
|---|---|---|
| Field | 600 | (901) |
| Plans | 400 | (905) |
| ~~Right of Way~~ | | |
| Soils | 300 | (910) |
| ~~Liaison~~ | | |
| ~~Utility~~ | | |

Total estimated cost of survey . . . . . $ 1,300.

Previous authorization . . . . . .....

Additional authorization requested . . . . .....

Additional authorization approved (Salem) . .....

Total all authorizations approved (Salem) . . .....

INSTRUCTIONS

Submit four copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Requests made by: .....
Field Engineer

Recommended for Approval: .....
Division Engineer

Recommended for Approval: .....
Ass't Construction Engineer

Approved: .....
Ass't State Highway Engineer

State Printing 14000

December 16, 1965

Mr. Karl Treadwell
City Recorder
City Hall
Molalla, Oregon

ROUTED
RICHARD UNREIN

Dear Mr. Treadwell:

On December 14, the State Highway Commission approved the City's request for a Special City Allotment project on Hart Avenue, to be constructed from funds authorized by ORS 366.805.

The project was approved on the basis of the attached project description and city map showing colored in red the limits of the approved project. The base design and project cost are tentative in nature as they are based on a reconnaissance type investigation. The City shall pay all costs of the project in excess of $20,000.

You will be contacted in the near future concerning construction details.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

H. S. Cox
County and City Engineer

RU:eb
Att.

bc: L. W. Rulien

1966 SPCA

FORM S-189

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
S. E. ROHDE
CHIEF COUNSEL

**STATE OF OREGON**
**STATE HIGHWAY DEPARTMENT**
SALEM 97310

April 19, 1965

NOTED
DON HARWELL

NOTED
H. S. COX

NOTED
R. H. PRANGE

NOTED
P. B. Arenzeier

Mr. K. R. Treadwell
City Recorder
City Hall
Molalla, Oregon

Dear Sir:

This is to acknowledge receipt of a resolution adopted by the City of Molalla requesting aid from the annual $250,000 Special City Allotment fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1966 program.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Engineer

mm

PS: The enclosed copy of the resolution is returned for your records.

NOTED
V. R. JONES

RECEIVED
APR 19 1965
ENGINEER
COUNTY & CITY DIVISION

# R E S O L U T I O N

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Molalla is an incorporated city of the State of Oregon and has a population of 1500 as given by the latest official census; and

WHEREAS, the following streets of said city,

Hart Avenue south from Main Street

to Section Street

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

(cc-50, 1959 Rev.)

4. That the City of Molalla does hereby offer to State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Karl R. Treadwell as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 17th day of April, 1965.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Molalla at a regular or special meeting of said Council, held on the 13th day of April, 1965, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 17th day of April, 1965.

K R Treadwell
City Recorder
K. R. Treadwell



(cc-50, 1959 Rev.)

SIGNED ROUTES

INTERSTATE

ORE

LEGEND

Post Office

R. R. Depot

Public Bldg.

CH – City Hall

CT Court House

A – Armory

L – Library

Street open for travel

Street dedicated but not open.

City Limits.

# MOLALLA

## CLACKAMAS COUNTY, OREGON

PREPARED BY THE

OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

Population 1,430

Scale in Feet

Revised June 1964

04.1 3005

C4H 3052

OREGON STATE HIGHWAY DEPARTMENT

FORM A-190 (3-64)

# HIGHWAY DEPARTMENT INVOICE

NO. 90397

| DATE | BILLING REQ. NO. | YOUR ORDER NO. | CREDIT DISTRIBUTION |
|---|---|---|---|
| 2-2-67 | 66 3046 | | 320-1733-095 |

NOTED
RICHARD UNREIN

City of Newport
City Hall
Newport, Oregon 97367

NOTED
M. S. COX

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

| DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| Final Billing: Special City Allotment project on East Railroad Avenue, Contract # 6534. Covered by agreement dated April 1, 1966. | | | |
| City's Advance Deposit | | | $0.00 |
| As per attached statement: Final Cost | | $0,475.41 | |
| Agreed State Share | | $0,000.00 | |
| Agreed City share | | | 475.41 |
| Balance Due | | | 475.41 |

RECEIVED
2-8-1967
ENGINEER
COUNTY & CITY DIVISION

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Receipt No. .....

By .....

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT

Form A-191—(7-65)
SP°F294

# Request for Outside Billing

(Or Advice of Cash Transaction)

Address invoice to: City of Reedsport
City Hall
Reedsport, Oregon 97467
Attention of Mr. I. C. Johnson, City Recorder

Request No. (assigned by staff engineer or head of division) ce-1046
Date February 7, 1967
Payer's Order No. (if any)
Department Order No. (if any) (Number of "Order to Render Service")

**Description and Authority:** (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

FINAL BILLING: Special City Allotment project on East Railroad Avenue, Contract # 6834. Covered by agreement dated April 18, 1966.

NOTED
RICHARD UNREIN

NOTED
H. S. COX

NOTED
P. B. Arensmeier

**Itemized Statement:**

| Quantity | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | City's Advance Deposit | | $ 0.00 |
| | | As per attached statement: | | |
| | | Final Cost | $20,475.41 | |
| | | Agreed State share | 20,000.00 | |
| | | Agreed City share | | 475.41 |
| | | BALANCE DUE STATE..... | | $ 475.41 |

If payer has made payment for this service, indicate the amount of payment. $.....

If payer has made a deposit with the Department to guarantee payment, indicate the amount of the deposit. $.....

Is this a partial or final request for billing? Final

If there have been any previous requests for billing in connection with this same service, indicate the total amount of all previous requests. $.....

Give the number of the last previous request in connection with this same service. .....

Credit distribution:
310-1733-295

Submitted by:
Richard Unrein Richard Unrein

Approved:
R. S. Cox
Division Engineer

Approved:
Department Head or Staff Engineer

**Instructions:** The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the Accounting Division. Additional copies may be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the Accounting Division.

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

SCA

OREGON STATE HIGHWAY DEPARTMENT Date February 7, 1967

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT Program Year 1966

Contract # 6834 Prefix 310-1733 Survey Prefix 310-1495

Street East Railroad Avenue

City Reedsport

| | |
|---|---|
| Payments to Contractor .(See attached voucher)..... | $ 18,081.02 |
| Engineering and Contingencies..... | 2,358.40 |
| *Survey.(Total.$1,674.06).City's.pro.rata.share..... | 35.99 |
| TOTAL..... | $ 20,475.41 |
| Agreed State Share | 20,000.00 |
| Agreed City Share | $ 475.41 |
| City Advance Deposit | $ ——— |
| BALANCE DUE STATE... | $ 475.41 |

Reference: Outside Billing cc-1046

* $\frac{\text{Construction costs over \$20,000 = \$439.42}}{\text{Construction costs = 20,439.42}}$ X \$1,674.06 = \$35.99

City share of preliminary engineering = $35.99

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

# CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY: DOUGLAS

CONTRACT NO.: 6834

ESTIMATE NO.: 4 Final

HIGHWAY: CITY STREET

FEDERAL AID PROJECT NO.:

SECTION: REEDSPORT /E RAILROAD AVE/

| NO. | ITEMS | | UNITS | UNIT PRICE | QUANTITY TO DATE |
|---|---|---|---|---|---|
| 001 | CLEARING AND GRUBBING | | LUMP SUM | 350.0000 | 1.000 |
| 002 | GENERAL EXCAVATION | UNCLASSIFIED | CU YDS | 2.0000 | 498.300 |
| 003 | TRENCH EXCAVATION | | CU YDS | 2.7500 | 18.750 |
| 004 | WATERING | | M-GALS | 5.0000 | 30.000 |
| 005 | 3/4IN-0 MATERIAL | IN BASE | CU YDS | 4.2000 | 312.000 |
| 006 | STONE BASE | | CU YDS | 4.1000 | 1,700.000 |
| 007 | CLASS B ASPHALT | CONCRETE | TONS | 10.3500 | 649.320 |
| 008 | 12-INCH CULVERT PIPE | | LIN FT | 4.6500 | 76.000 |
| 009 | 8-INCH STORM SEWER PIPE | | LIN FT | 3.1000 | 92.000 |
| 010 | CONCRETE MANHOLES | | ONLY | 265.0000 | 1.000 |
| 011 | CONCRETE INLETS | TYPE GB-1 | ONLY | 125.0000 | 2.000 |
| 012 | ADJUSTING MANHOLES | | ONLY | 50.0000 | 4.000 |
| 013 | EXTRA FOR A C CONC | APPROACHES | ONLY | 50.0000 | 6.000 |
| | PRICE AGREEMENT ITEMS | | | | |
| 30101 | AC COMPACTION PENALTY | | LUMP SUM | 121.6000 | 1.000 |

DATE: 01/4 /66

6834

PREVIOUS VOUCHER NO.: 14125

CHECKED BY: CP/md

ENGINEER OR AUDITOR: B. D. Johnson

TOTAL CONTRACT ITEMS

% RETAINED ON CONTRACT ITEMS

FORCE ACCOUNT

TOTAL PAYMENTS

| CONTRACT NO. | ESTIMATE NO. | PREFIX NO'S. | |
|---|---|---|---|
| 6834 | 4 Final | 310-1733-201 (41) | 121.60 Cr. |
| | | 310-1733-204 (41) | 829.65 Dr. |
| FEDERAL AID PROJECT NO. | | | |
| | | | |

RAILROAD AVE/

| | UNITS | UNIT PRICE | QUANTITY TO DATE | AMOUNT TO DATE | PREVIOUS AMOUNT | PRESENT AMOUNT |
|---|---|---|---|---|---|---|
| | LUMP SUM | 350.0000 | 1.000 | 350.00 | 350.00 | |
| | CU YDS | 2.0000 | 498.300 | 996.60 | 996.60 | |
| | CU YDS | 2.7500 | 18.750 | 51.56 | 51.56 | |
| | M-GALS | 5.0000 | 30.000 | 150.00 | 150.00 | |
| | CU YDS | 4.2000 | 312.000 | 1,310.40 | 1,310.40 | |
| | CU YDS | 4.1000 | 1,700.000 | 6,970.00 | 6,970.00 | |
| | TONS | 10.3500 | 649.320 | 6,720.46 | 6,720.46 | |
| | LIN FT | 4.6500 | 76.000 | 353.40 | 353.40 | |
| | LIN FT | 3.1000 | 92.000 | 285.20 | 285.20 | |
| | ONLY | 265.0000 | 1.000 | 265.00 | 265.00 | |
| | ONLY | 125.0000 | 2.000 | 250.00 | 250.00 | |
| | ONLY | 50.0000 | 4.000 | 200.00 | 200.00 | |
| | ONLY | 50.0000 | 6.000 | 300.00 | 300.00 | |
| | LUMP SUM | 121.6000 | 1.000- | 121.60- | | 121.60- |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | TOTAL CONTRACT ITEMS | | 18,081.02 | 18,202.62 | | 121.60- |
| | % RETAINED ON CONTRACT ITEMS | | | 829.65 | | 829.65 |
| | FORCE ACCOUNT | | | | | |
| | TOTAL PAYMENTS | | 18,081.02 | 17,372.97 | | 708.05 |

7-9-10

RECEIVED
JAN 11 1967

310-1733
6431

January 11, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed August 22, 1966, on Contract No. 6834. The contract was with Ray Favero Inc. and was for grading and paving East Railroad Avenue in the city of Reedsport in Douglas County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 11, 1967, and that you concur in this procedure at the Commission meeting on January 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

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JAN 12 1967
FOR FILING

310-1733
6734

January 11, 1967

General Insurance Company of America
Portland Service Office
209 S.W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6834 awarded to Bay Pavers, Inc., for grading and paving East Railroad Avenue in Reedsport in Douglas County was completed on August 22, 1966, and accepted by the Highway Commission on January 11, 1967.

Final payment in the amount of $708.05 will be released to the contractor after January 18, 1967. The total contract amount is $18,081.02 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Bay Pavers, Inc.
P.O. Box 669
North Bend, Oregon

L.H. Young
C.H. Maison
Attn: John Herr

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Reedsport(E Railroad Ave) | WEEK ENDING: October 21, 1966 | |
| HIGHWAY: City Street | SECTION PREFIX: 310-1733 | COUNTY: Douglas |
| NAME OF JOB: Reedsport (E. Railroad Ave.) | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: Bay Pavers, Inc. | CONTRACT NUMBER: 6834 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: July 5, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK. MEN: SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 50 | CALENDAR DAYS USED 70 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED 140 |
| PROJECT AUTHORIZATION. $ 18,892.12 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100 |
| EXCLUSIVE OF ENGINEERING: $ 17,548.68 | ENGINEERING AUTHORIZATION $ 1,343.44 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 17,602.62 | ENGINEERING COST TO DATE $ 2,269.66 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100 |
| ESTIMATED PERCENT OVERRUN 0.3 % | PERCENT OF AUTHORIZATION 169 % | DATE PROJECT WAS COMPLETED: August 22, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.19 | 0.19 | | | 0.19 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 0.19 | 0.19 | | | 0.19 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 400 cy | 1,730 cy | | | 630 ton |
| TOTAL QUANTITIES CORRECTED TO DATE | 498 cy | 2,012 cy | | | 650 ton |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 498 cy | 2,012 cy | | | 650 ton |
| AVERAGE DAILY QUANTITIES | 55 cy | 27 cy | | | 9 ton |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | | | | |
| TUESDAY | | | | |
| WEDNESDAY | | | | |
| THURSDAY | | | | |
| FRIDAY | | | | |
| SATURDAY | | | | |

BEN GIFFORD

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

Semi-Final Estimate was submitted to the Division Office October 19, 1966.

FINAL REPORT

Bobby D. Johnson
by G. A. Barnhart

SIGNED G. A. Barnhart LOCATION Coquille

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

BP*F216

RECEIVED
NOV 7 - 1966
FOR FILING
310-1733
6834

October 7, 1966

Bay Pavers, Inc.
P. O. Box 669
North Bend, Oregon

#4

Gentlemen:

The State Highway Commission at its meeting on October 6 considered your request for an extension of time on Contract No. 6834 for work in Reedsport in Douglas County.

After considering the recommendation of the Engineer and other available information, the Commission granted you a 10-day extension.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc L. R. Chandler
Bob Johnson
L. H. Young
F. D. Morgan
C. H. Maleen

RECEIVED
SEP 7 - 1966
FOR FILING
310-1733

6834

September 6, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 4
October 6, 1966 meeting

Gentlemen:

Ray Pavers, Inc., contractor on the Reedsport (E. Railroad Avenue) City Street Project in Douglas County, Contract No. 6834, has requested an extension of the contract time in the amount of 24 calendar days.

The request is based on a delay of the grading work awaiting relocation of conflicting utility poles. The contractor's grading operations were interrupted for a 22-calendar day period until the pole relocation was completed. The project has been completed after the actual accrual of only 20 days penalty time.

Extension in the amount of 20 days is recommended, which will delete all liquidated damages. This is a State project in cooperation with the City of Reedsport.

This matter will be on the agenda for your consideration at the October 6 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Foster
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

JAB:nh bg

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6834 Contractor Ray Powers, Inc.

Highway City Street

Section Brookport (E. Railroad Avenue)

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be [redacted] GRANTED. The reasons for such recommendation are as follows:

Delay in relocation of power poles interupted grading from July 6 to July 28.

Recommended for Approval:

[redacted] Division Engineer

[redacted] Construction Engineer or Bridge Engineer

[redacted] Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6834 |
| Project designation | State State-Federal |
| Date awarded | May 23, 1966 |
| Work started | July 5, 1966 |
| Per cent completed | 100 8-22-66 Date |
| No. of Calendar Workdays Allowed | 50 |
| No. of Calendar Workdays Used | 70 |
| No. of Added Calendar Workdays Requested | 20 |

State Printing 27639

E--320 (Rev.)—5M--3-60

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

Date August 3, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 50 days to 74 days, within which to complete our Contract No. 6834, without the assessment of liquidated damages. The said contract is described as follows:

Roseburg (E. Railroad Ave.)

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

We were unable to perform the grading and paving as called for in the contract due to utility poles being in the way.

Respectfully submitted,

Bay Rovers, Inc.
Contractor

By Neil R. Johnson

---

**CONSENT OF SURETY**

Date ....., 19..

We, .....

.....[illegible]....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

.....
Attorney-in-fact

Wm. L. Huggins

[illegible]

By .....
Resident Agent

Wm. L. Huggins

(SEAL)

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6834 Contractor Bay Pavers, Inc.

Highway City Street

Section Reedsport (E. Railroad Avenue)

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be [redacted] GRANTED. The reasons for such recommendation are as follows:

Delay in relocation of power poles interupted grading from July 6 to July 28.

Recommended for Approval:

Jay B. Boyd
Division Engineer

John A. Bond
for Construction Engineer or Bridge Engineer

M. K. Laborn
Assistant State Highway Engineer

State Printing 37809

| | |
|---|---|
| Contract No. | 6834 |
| Project designation | State (State-Federal) |
| Date awarded | May 23, 1966 |
| Work started | July 5, 1966 |
| Per cent completed | 100 Date 8-22-66 |
| No. of Calendar Workdays Allowed | 50 |
| No. of Calendar Workdays Used | ~~60~~ 70 |
| No. of Added Calendar Workdays Requested | ~~20~~ 20 |

E--330 (Rev.)—5M—5-60

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

Date August 3, 19 66

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 50 days to 74 days, within which to complete our Contract No. 6834, without the assessment of liquidated damages. The said contract is described as follows:

Reedsport (E. Railroad Ave.)

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

We were unable to perform the grading and paving as called for in the contract due to utility poles being in the way.

Respectfully submitted,

Bay Pavers, Inc.
Contractor

By Cecil R Johnson

---

**CONSENT OF SURETY**

Date 8-9, 19 66

We, GENERAL INSURANCE COMPANY OF AMERICA, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Wm. L. Huggins
Attorney-in-fact (SEAL)

HUGGINS INSURANCE AGENCY

By Wm. L. Huggins
Resident Agent

FORM E-30 50M 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1966

To:

Mr. F. B. Klaboe
Ass't. State Highway Engineer

B U I L D I N G

SUBJECT: Extension of Time
Reedsport (E. Railroad Avenue)
Cooperative City Street Project
Contract No. 6834

Herewith a request from Bay Pavers Inc., contractor on the subject contract for a 24 calendar day increase in the contract time. The reason for this request is the delay in relocation of utility poles.

The calendar day count on this project started June 14, 1966 and 50 calendar days were allowed for completion. The project is only 1000-feet long. The contractor's request for extension was submitted prior to the actual completion of the project. The actual completion date was August 22, so 70 calendar days were used making 20 penalty days. The contractor did have to interupt his grading work from July 6 to July 28 which amounts to 22 calendar days. Relocation of three conflicting power poles was not complete until July 28.

We recommend that a 20 day extension be granted which will delete all penalty amounting to $600. This is a State project.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

JAB:nh

Attachments

cc: L. H. Young

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SEP 2 1966
OFFICE OF
STATE HIGHWAY ENGINEER

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JUN 1 - 1966
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

310-1753

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 23, 1966

Bay Pavers, Inc.
P. O. Box 669
North Bend, Oregon

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 6834 for the following project:

Grading and paving on the Reedsport (East Railroad Avenue) Section in Douglas County.

This award was based on your bid of $16,593.00 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: F. D. Sturgeon
L. E. Young
C. D. Matchie (AIAC)

SCA

NOTED
H. S. COX

May 19, 1966

Mr. I. C. Johnson
City Recorder
City Hall
Reedsport, Oregon

Dear Mr. Johnson:

On May 19, the State Highway Commission opened bids on the Special City Allotment project on East Railroad Avenue in Reedsport. The low bid was submitted by Bay Pavers Inc. of North Bend and the anticapated cost based on the bid is as follows:

| | |
|---|---|
| Contractor's Bid | $16,593.00 |
| Anticipated additional items | 200.00 |
| TOTAL..... | $16,793.00 |
| Engineering and Contingencies (12½%) | 2,099.13 |
| TOTAL ANTICIPATED COST... | $18,892.13 |

We anticipate that this contract will be awarded in the very near future.

Very truly yours,

H. S. Cox
County and City Engineer

By NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RUsnr

NOTED
DON HARWELL

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310-1733
6834

MISC. CONTRACTS and
AGREEMENTS No. 3052

April 19, 1966

Mr. L. G. Johnson
City Recorder
City of Reedsport
Reedsport, Oregon

Dear Mr. Johnson:

We are enclosing for your records a fully executed copy of a Finance-Construction Agreement covering East Railroad Avenue in the City of Reedsport.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



Section E. RAILROAD AVENUE (FROM FOUTH ST. - GREENWOOD ST.) Highway CITY OF REEDSPORT County DOUGLAS Prefix 310-1495

Res. Engr. B. D. Johnson Approx. Length 0.19 Miles. Sta. _____ to Sta. _____ Date 3-8-66

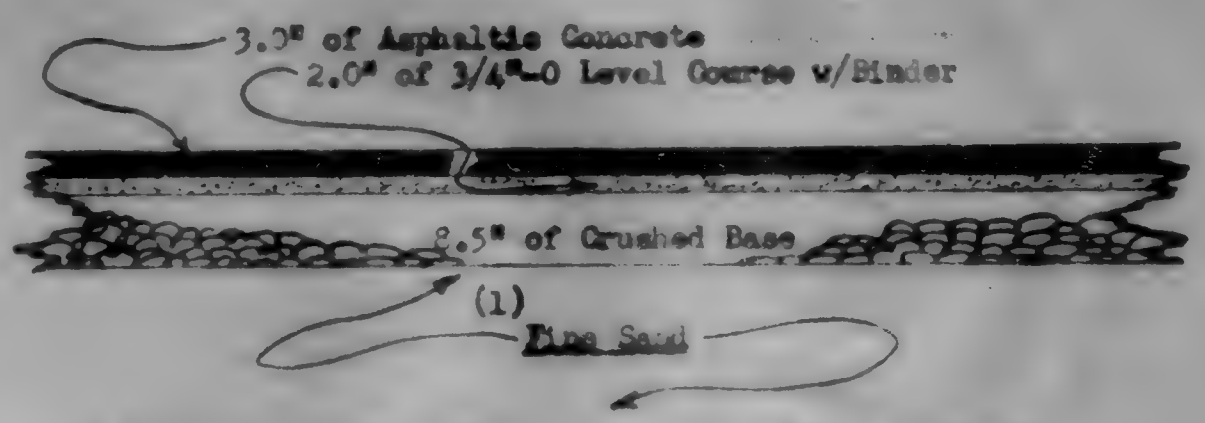
Truck A.D.T. 46 Traffic Coefficient ~~*8.0~~ (See Page 2) 18 kip s.a. per day 32.3.

Annual Precipitation 76" Frost Penetration - - - -.

(1)
Typical Soil
25 LL
0 PI
100 %P 10
6 %P 40
0 %Gravel
17 %C Sand
77 %F Sand
4 %Silt
2 %Clay
41 "R" Value
[illegible]

AASHO CLASSIFICATION:
A-3

MATERIAL SOURCES:
To be determined by the Engineer.




Values assigned various components of the pavement structure:

| | | | | |
|---|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" | Crushed Base |
| 1.0" | Oil Mat | = | 1.1" | Crushed Base |
| 1.0" | Stone Subbase | = | 0.8" | Crushed Base |

| | Total Req. | Crushed | Actual | |
|---|---|---|---|---|
| 6 Reinforced Conc. | 12.5 | 2.0 | 13.5 | A.C. |
| | | 8.5 | | Cr. Base |

RECEIVED MAR 7 1966 STATE HIGHWAY ENGINEER

cc:
[illegible]
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
[illegible]
Rural Engineer
County-City (2)

Submitted by E. D. Hodges for Staff Assistant

Recommended by O. A. Peterson Engineer of Materials

Recommended by _____ Construction Engineer

Approved by _____ Asst. State Highway Engineer

SECTION: RAILROAD AVENUE

HIGHWAY: CITY OF REEDSPORT

COUNTY: DOUGLAS

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year: _____

A. Present ADT 340 (Total)

B. Future ADT 580 (Total)

C. Mean ADT 460 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 20 (ADT Basis) (Logging)

G. Trucks (in one direction) $F = \frac{10}{2}$ x (C) 460 = 46

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 46 x (H) 100 % = 46

TRAFFIC COEFFICIENT = $K (I)^{0.119}$

where K = 4.669

= *3.0

*Special consideration has been given this street due to use by slow moving unusually heavy truck traffic.

SECTION: RAILROAD AVENUE

HIGHWAY: CITY OF REEDSPORT

COUNTY: DOUGLAS COUNTY

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City requested Asphaltic Concrete
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction

CONCLUSION AND REMARKS:

See Items 6 and 12. No P.C.C. in the immediate area.

NOTED
H. S. COX

Salem, Oregon
March 10, 1966

Special City Allotment Project
East Railroad Avenue
City of Reedsport

Mr. J. E. Morelock
O F F I C E

The survey data on the above named section has been examined and found to be consistent with the project as requested by the city and approved by the Highway Commission.

The Type A manhole left of Station 12+48 should be included in the State's contract. This office contacted the city and they didn't object to the State constructing the manhole.

NOTED
RICHARD UNREIN
Richard Unrein, Field Engineer
County and City Division

RU:mm
Att.

NOTED
DON HARWELL

RECEIVED
FEB 3 - 1966
FOR FILING

RECEIVED
JAN 31 1966
OFFICE OF
STATE HIGHWAY ENGINEER
310-1733
G-3-4

1-28-66

Prefix No. 310-1495

LOCATION PROSPECTUS
EAST RAILROAD AVENUE SECTION
CITY OF REEDSPORT - DOUGLAS COUNTY

HIGHWAY: East Railroad Avenue from 4th Street to Greenwood Avenue, city of Reedsport. Not on Federal-aid or State system.

TERMINI: The northerly terminus is at the intersection of East Railroad Avenue and 4th Street. The southerly terminus is at the intersection of East Railroad Avenue and Greenwood Avenue.

LENGTH: 0.19 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment. Reconnaissance is not necessary. There are no special drainage problems. Soils investigations will be conducted. The existing gravel base will be utilized where practicable. The survey need not be tied to the Lambert Grid System. This project is to be constructed with 1966 Special City Allotment Funds.

TYPICAL SECTION: Two 11-foot travel lanes with 4-foot shoulders. Construction will be done about the existing centerline.

BASE DESIGN: The tentative base design for construction is:

| | |
|---|---|
| Paving | 3" A.C. |
| Top Course Base | 2" Leveling |
| Bottom Course Base | 12" Coarse Crushed |
| Total Depth | 17" |

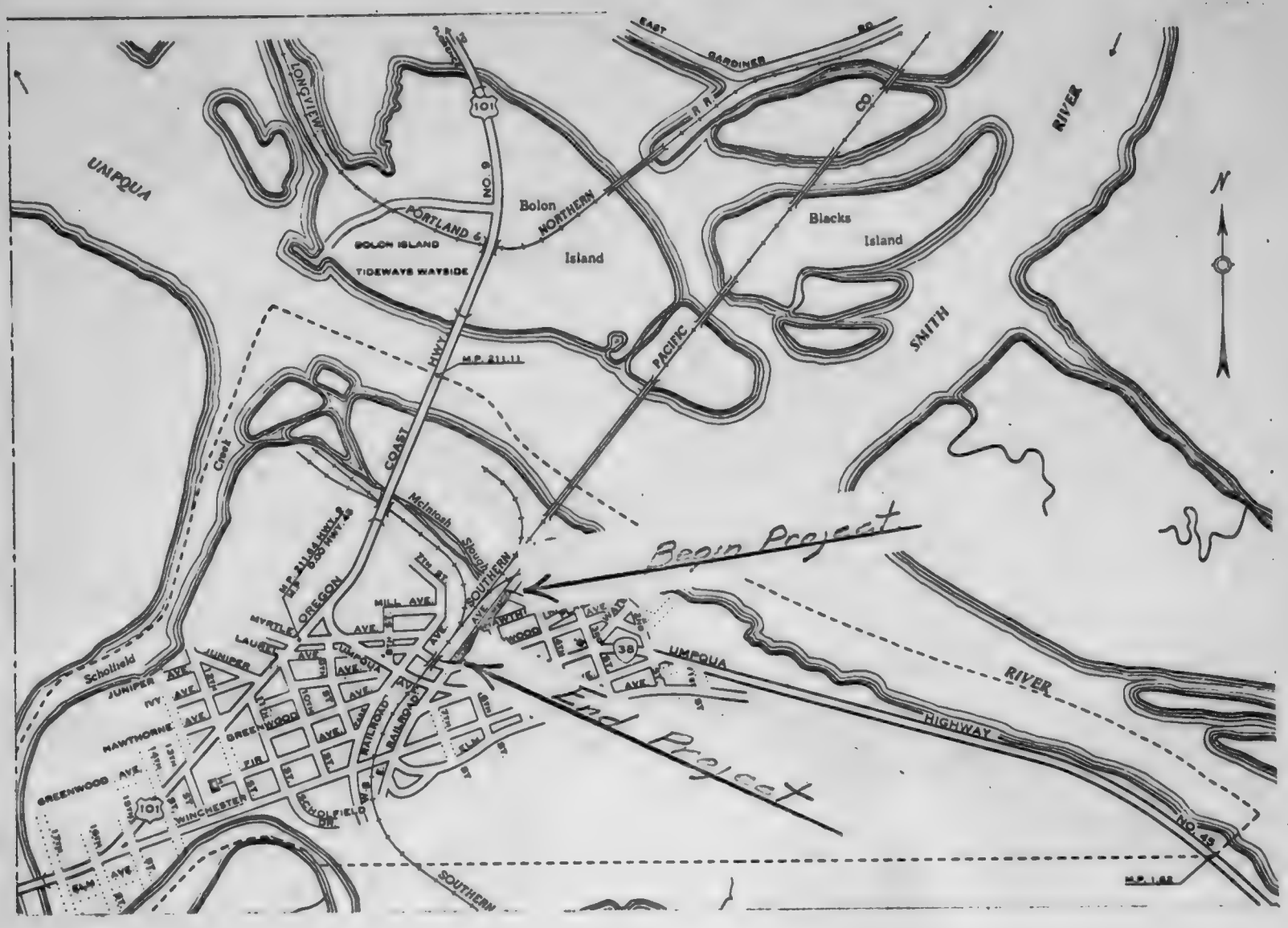
MATERIAL: Adequate quantities available from commercial sources.

ADDITIONAL FACILITIES: There are no railroad or major stream crossings.

AGREEMENTS: Routine negotiations for aSpecial City Allotment project.

January 28, 1966
Attachment
cc: Forrest Cooper
F. B. Klaboe
Tom Edwards
Victor D. Wolfe
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
R. N. Chase
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
O. B. Jackmond
Val Johnson
Ivan Merchant (4)
D. H. Moehring (3)
A. D. Olson
James Owens
Phil Preston (2)
Jack Rowland
O. C. Turner
F. W. Yarbrough (2)
L. H. Young

NOTED
TOM EDWARDS




Prospectus Map

East Railroad Ave. Sec.
4th St. to Greenwood Ave.

City of Reedsport
Douglas County

1966

Typical Section

1

scs-66

January 24, 1966

NOTED
H. S. COX

Hon. Gaylord Vaughn
The Mayor
City Hall
Box 287
Reedsport, Oregon 97467

NOTED
DON HARWELL

Dear Sir:

This office approves the City's request of January 21, 1966, pertaining to revision of the 1966 Special City Allotment project on East Railroad Avenue.

We shall proceed to work up this project on East Railroad from 4th Street to Greenwood Avenue. This project is presently scheduled for the April 28, 1966 bid letting.

As soon as the revised cost estimate is available the City will be advised.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RU:mm

bc: F. B. Klaboe, w/attach.
F. D. Morgan " "
L. R. Chandler " "

WM. JAYNE
CITY ATTORNEY

H. M. McCABE
CHIEF OF POLICE

J. A. UNGER
MAYOR

TOLLEFSON
WATER SUPT.

I. G. JOHNSON
RECORDER

# CITY OF REEDSPORT

REEDSPORT, OREGON
January 21, 1966

NOTED
RICHARD UNREIN

Mr. Richard Unrein
Field Engineer
State of Oregon
State Highway Department
Salem, Oregon 97310

NOTED
DON HARWELL

Re: Proposed East Railroad Avenue Project

Dear Mr. Unrein:

The City of Reedsport would like to amend the proposed East Railroad Avenue project so that it will terminate at 4th Street rather than 1st Street as originally proposed.

This is due to the possible relocation of the flood control dike now located on 1st Street (your map) 2nd Street actually. A possible new location for this dike would be the spur line shown on the map. Since this dike would be approximately 4 to 5 feet above established grade of the street it would be a waste of work if this change was made within the next two years as proposed.

Thanking you kindly for your cooperation in this matter, I remain

Very truly yours,

Gaylord Vaughn

Gaylord Vaughn, Mayor
City of Reedsport 97467
Box 287

GV/gp

cc: I. G. Johnson, City Recorder

RECEIVED
JAN 24 1966
ENGINEER
COUNTY & CITY DIVISION

cc: Klabon - Morgan - Chandler

Form 734-30

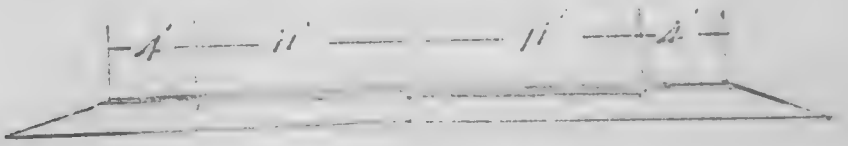
# OREGON STATE HIGHWAY DEPARTMENT
# AUTHORITY FOR SURVEY

Section East Railroad Avenue — Date January 12, 1966

Highway Fourth St. -Greenwood St., City of Reedsport — Authorization No. 1

County Douglas — Division 3 — Survey Prefix 310-14 15 (Assigned by Salem office)

Description of termini, route, length, etc.: The north end of the survey is at the intersection of East Railroad Avenue and 4th Street. The south end of the survey is the intersection of East Railroad Avenue and Greenwood Street. Total lenth of survey will be 0.19 mile.




Typical Section

Purpose of survey: To prepare plans, specifications and estimates for grading and paving on existing alignment.

1966 City Funds

Estimate of cost:

| | | |
|---|---|---|
| Field Survey | (901) | ~~2,480.~~ 1780 |
| Plans | (905) | 520. |
| Soils | (910) | 300. |

RECEIVED
FEB 15 1966
ENGINEER
COUNTY & CITY DIVISION

INSTRUCTIONS

Submit four copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey . . 2400. $ ~~3,300.~~

Previous authorization . . . . . .

Additional authorization requested . . . . .

Additional authorization approved (Salem) . .

Total all authorizations approved (Salem) . . .

Requests made by:

Bobby Johnson
Field Engineer

Recommended for Approval:

L. B. Boyd
Ass't Division Engineer

Recommended for Approval:

D. J. Bales
Ass't Construction Engineer

Approved:

J. R. Klein
Ass't State Highway Engineer

State Printing

December 16, 1965

Mr. I. G. Johnson
City Recorder
City Hall
Reedsport, Oregon

Dear Mr. Johnson:

On December 14 the State Highway Commission approved the City's request for a Special City Allotment project on East Railroad Avenue to be constructed from funds authorized by ORS 366.805.

The project was approved on the basis of the attached project description and city map showing colored in red the limits of the approved project. The base design and project costs are tentative in nature as they are based on a reconnaissance type investigation. The City shall pay all costs of the project in excess of $20,000 or the cost of any concrete curbs.

The City should begin negotiations as soon as possible with the ownership of the railroad spur tracks that cross this project to have this crossing improved or abandoned. Under the Special City Allotment Program the improvement of railroad crossings is a standard utility obligation of the city, without cost to the State.

You will be contacted in the near future concerning construction details.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

H. S. Cox
County and City Engineer

RU:eb

bc: L. R. Chandler

SCA

WM. JAYNE
CITY ATTORNEY

RAYMOND HASS
CHIEF OF POLICE

GAYLORD VAUGHN
MAYOR

ART OLLEFSON
WATER SUPT.

I. G. JOHNSON
RECORDER

# CITY OF REEDSPORT

REEDSPORT, OREGON

October 12, 1965

NOTED
RICHARD UNREIN

NOTED
H. S. COX

NOTED
DON HARWELL

State Highway Department
Salem, Oregon 97310

Att: H. S. Cox
County & City Engineer

Gentlemen:

In regard to your letter of October 8, 1965, on the improvements of East Railroad Avenue; the Mayor has asked me to advise you that the City will be willing and able to pay the City's share of approximately $20,000.

Thank you for your efforts in our behalf.

Sincerely,

CITY OF REEDSPORT

I. G. Johnson
City Recorder

IGJ/nbg

RECEIVED
OCT 13 1965
ENGINEER
COUNTY & CITY DIVISION

October 8, 1965

NOTED
H. S. COX

NOTED
DON HARWELL

Mr. I. G. Johnson
City Recorder
City Hall
Reedsport, Oregon

Dear Mr. Johnson:

It is planned to submit your request for improvement of East Railroad Avenue to the State Highway Commission for consideration.

The estimated cost of this project is $40,000 of which City's share is estimated to be $20,000.

If you wish to proceed with this project, please inform this office as to City's ability and willingness to pay its share of the estimated cost.

Prompt attention to this matter will be appreciated.

Very truly yours,

H. S. Cox
County and City Engineer

By

Richard Unrein
Field Engineer

RU:mm

6-7-65

# R E S O L U T I O N

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Reedsport is an incorporated city of the State of Oregon and has a population of 3935 as given by the latest official census; and

WHEREAS, the following streets of said city,

East Railroad Avenue from First Street to Umpqua Avenue

RECEIVED
JUN 21 1965
ENGINEER
COUNTY & CITY DIVISION

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Reedsport does hereby offer to State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate I. G. Johnson as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 7th day of June, 19 65.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Reedsport at a regular or special meeting of said Council, held on the 7th day of June, 19 65 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 18th day of June, 1965.

P O Box 287

I G Johnson
City Recorder



(cc-50, 1959 Rev.)

## SIGNED ROUTES

INTERSTATE 0

U.S. 00

ORE. 00

## LEGEND

- Post Office
- School
- R. R. Depot
- Public Bldg.
  - CH – City Hall
  - CT – Court House
  - A – Armory
  - L – Library
- Street open for travel.
- Street dedicated but not open
- City Limits.

# REEDSPORT

## DOUGLAS COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 3,149

Scale in Feet

400 0 400 800

July 1963

SHEET 2 OF 2 SHEETS

CAA 3051

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date January 11, 1967

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Program Year 1966

Contract # 6835

State 118-1127
Prefix 318-1706

Survey Prefix 318-1468

Street Chocket Street

City Chiloquin

| | |
|---|---|
| Payments to Contractor (See attached voucher & summary) | $10,550.80 |
| Engineering and Contingencies. (see attached summary).. | 1,912.29 |
| Survey (Total = $1,800.63). City's prp. rata share..... | --- |
| TOTAL..... | $12,463.09 |
| Agreed State Share | 12,463.09 |
| Agreed City Share | $ --- |
| City Advance Deposit | $ --- |

Reference: Outside Billing None

Request for transfer of cost distribution dated 1-11-67

NOTED
RICHARD UNREIN

RU:mm

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT

# CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63)

COUNTY: KLAMATH

CONTRACT NO.: 6835

ESTIMATE NO.: 2 f

HIGHWAY: CITY STREET

FEDERAL AID PROJECT NO.:

SECTION: CHOCKTOOT ST IN CHILOQUIN

| NO. | ITEMS | | UNITS | UNIT PRICE | QUANTITY TO DAT |
|---|---|---|---|---|---|
| 001 | CLEARING AND GRUBBING | | LUMP SUM | 1,500.0000 | 1.0 |
| 002 | GENERAL EXCAVATION | UNCLASSIFIED | CU YDS | 1.0000 | 691. |
| 003 | TRENCH EXCAVATION | | CU YDS | 5.0000 | 159. |
| 004 | WATERING | | M-GALS | 3.0000 | 52. |
| 005 | STONE BASE | | CU YDS | 5.5000 | 1,259. |
| 006 | 3/4 IN-0 MATERIAL IN BASE | | CU YDS | 5.5000 | 160. |
| 007 | CLASS B ASPHALT | CONCRETE | TONS | 11.0000 | 964. |
| 008 | 18-IN CULVERT PIPE | | LIN FT | 4.5000 | 50. |
| 009 | 12-INCH SEWER PIPE | | LIN FT | 4.5000 | 194. |
| 010 | 18-INCH SEWER PIPE | | LIN FT | 5.0000 | 240. |
| 011 | 18-INCH CULVERT END | SECTIONS | ONLY | 60.0000 | 2. |
| 012 | CONCRETE MANHOLES | | ONLY | 400.0000 | 1. |
| 013 | CONCRETE INLETS TYPE | GB-1 | ONLY | 200.0000 | 4. |
| 014 | CONCRETE INLETS TYPE D | | ONLY | 200.0000 | 1. |
| 015 | ADJUSTING MANHOLES | | ONLY | 75.0000 | 2. |
| 017 | EXTRA FOR A C CONC | APPROACHES | ONLY | 50.0000 | 13. |
| | PRICE AGREEMENT ITEMS | | | | |
| 30101 | SS-1 ASPHALT IN TACK COAT | | TON | 90.0000 | 1. |
| | FORCE ACCOUNT ITEMS | | | | |
| 801 F | FLAGGING | | | | |

DATE: 09/27/66 6835

PREVIOUS VOUCHER NO.: 5375

CHECKED BY: CP/md

ENGINEER OR AUDITOR: W. W. Robertson

TOTAL CONTRACT ITEM

% RETAINED ON CONTRACT ITEM

FORCE ACCOUN

TOTAL PAYMENT

| CONTRACT NO. 6835 | ESTIMATE NO. 2 final | PREFIX NOS. 118-1127-204 (41) 1,488.60 Dr. |
|---|---|---|
| | FEDERAL AID PROJECT NO. | |

NOTED
RICHARD UNREIN

IN CHILOQUIN

| | UNITS | UNIT PRICE | QUANTITY TO DATE | AMOUNT TO DATE | PREVIOUS AMOUNT | PRESENT AMOUNT |
|---|---|---|---|---|---|---|
| | LUMP SUM | 1,500.0000 | 1.000 | 1,500.00 | 1,500.00 | |
| | CU YDS | 1.0000 | 691.900 | 691.90 | 691.90 | |
| | CU YDS | 5.0000 | 159.330 | 796.65 | 796.65 | |
| | M-GALS | 3.0000 | 52.700 | 158.10 | 158.10 | |
| | CU YDS | 5.5000 | 1,259.000 | 6,924.50 | 6,924.50 | |
| | CU YDS | 5.5000 | 160.000 | 880.00 | 880.00 | |
| | TONS | 11.0000 | 964.455 | 10,609.01 | 10,609.01 | |
| | LIN FT | 4.5000 | 50.000 | 225.00 | 225.00 | |
| | LIN FT | 4.5000 | 194.000 | 873.00 | 873.00 | |
| | LIN FT | 5.0000 | 240.000 | 1,200.00 | 1,200.00 | |
| | ONLY | 60.0000 | 2.000 | 120.00 | 120.00 | |
| | ONLY | 400.0000 | 1.000 | 400.00 | 400.00 | |
| | ONLY | 200.0000 | 4.000 | 800.00 | 800.00 | |
| | ONLY | 200.0000 | 1.000 | 200.00 | 200.00 | |
| | ONLY | 75.0000 | 2.000 | 150.00 | 150.00 | |
| | ONLY | 50.0000 | 13.000 | 650.00 | 650.00 | |
| | TON | 90.0000 | 1.450 | 130.50 | 130.50 | |
| | | | | 281.17 | 281.17 | |
| | | | | | | |
| | | | | | | |
| | TOTAL CONTRACT ITEMS | | | 26,308.66 | 26,308.66 | |
| | % RETAINED ON CONTRACT ITEMS | | | | 1,488.60 | 1,488.60 |
| | FORCE ACCOUNT | | | 281.17 | 281.17 | |
| | TOTAL PAYMENTS | | | 26,589.83 | 25,101.23 | 1,488.60 |

& 11/25/63

SUMMARY OF
SEGREGATION OF QUANTITIES AND COSTS

Choctoot Street
City of Chiloquin
Contract No. 6835

| Item No. | Units | Unit Price | STATE No. Units | STATE Amount | City No. Units | City Amount | TOTAL No. Units | TOTAL Amount |
|---|---|---|---|---|---|---|---|---|
| 001 | L.S. | $1,500.00 | 50.4% | $ 756.00 | 49.6% | $ 744.00 | 100% | $ 1,500.00 |
| 002 | C.Y. | 1.00 | 459.2 | 459.20 | 232.7 | 232.70 | 691.9 | 691.90 |
| 003 | C.Y. | 5.00 | 137.26 | 686.30 | 22.07 | 110.35 | 159.33 | 796.65 |
| 004 | M-Gal | 3.00 | 27.2 | 81.60 | 25.5 | 76.50 | 52.7 | 158.10 |
| 005 | C.Y. | 5.50 | 779 | 4,284.50 | 480 | 2,640.00 | 1259 | 6,924.50 |
| 006 | C.Y. | 5.50 | 120 | 660.00 | 40 | 220.00 | 160 | 880.00 |
| 007 | Tons | 11.00 | 503.275 | 5,536.03 | 461.180 | 5,072.98 | 964.455 | 10,609.01 |
| 008 | Lin. Ft. | 4.50 | --- | --- | 50 | 225.00 | 50 | 225.00 |
| 009 | Lin. Ft. | 4.50 | 146 | 657.00 | 48 | 216.00 | 194 | 873.00 |
| 010 | Lin. Ft. | 5.00 | 240 | 1,200.00 | --- | --- | 240 | 1,200.00 |
| 011 | Only | 60.00 | --- | --- | 2 | 120.00 | 2 | 120.00 |
| 012 | Only | 400.00 | 1 | 400.00 | --- | --- | 1 | 400.00 |
| 013 | Only | 200.00 | 3 | 600.00 | 1 | 200.00 | 4 | 800.00 |
| 014 | Only | 200,00 | 1 | 200.00 | --- | --- | 1 | 200.00 |
| 015 | Only | 75.00 | 2 | 150.00 | --- | --- | 2 | 150.00 |
| 017 | Only | 50.00 | 6 | 300.00 | 7 | 350.00 | 13 | 650.00 |
| 30101 | Ton | 90.00 | 0.76 | 68.40 | 0.69 | 62.10 | 1.45 | 130.50 |
| 801F | All | All | --- | --- | 100% | 281.17 | 100% | 281.17 |
| | | | | $16,039.03 | | $10,550.80 | | $26,589.83 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Construction Engineering..... | 50.4% | $ 1,943.14 | 49.6% | $ 1,912.29 | 100% | $ 3,855.43 |
| Preliminary Engineering..... | 100 % | 3,630.30 | (49.6%) | (1,800.63) | 100% | 3,630.30 |
| TOTAL..... | | $21,612.47 | | $12,463.09 | | $34,075.56 |

NOTED
RICHARD UNREIN

# OREGON STATE HIGHWAY DEPARTMENT

# REQUEST FOR TRANSFER OF COST DISTRIBUTION

FORM A-87 (7-63)

FROM: County and City Division

ADDRESS: Salem, Oregon

TO: ACCOUNTING DIVISION—

DATE OF REQUEST: 1-11-67

NAME AND NUMBER OF ORIGINAL DOCUMENT (IF PAYROLL TRANSFER, INDICATE CREW NUMBER)

DATE OF ORIGINAL DOCUMENT

VENDOR'S NAME

DATE OF VENDOR'S INVOICE

| QUANTITY | UNIT | DESCRIPTION | CHARGE DISTRIBUTION | CHARGE AMOUNT | CREDIT DISTRIBUTION | CREDIT AMOUNT |
|---|---|---|---|---|---|---|
| | | Transfer lump sum construction | | | | |
| | | charges to Special City Allot- | | | | |
| | | ment Account..... | 318-1706-287 | ~~$12,463.09~~ 10550.80 | 118-1127-~~290~~ 287 | ~~$12,463.09~~ 10550.80 |
| | | Engineering Charges | 318-1706-900 | 1912.29 | 118-1127-900 | 1912.29 |
| | | TOTAL | | $12,463.09 | | $12,463.09 |

(FOR ACCOUNTING DIV USE ONLY)

ORIGINAL CHARGE ON VOUCHER

cc: to office

REASON FOR THIS REQUEST.

Transfer Construction costs on the Chiloquin (Chocktoot Street) Section, Contract 6835 to City Allotment account for that portion of contract approved by Highway Commission on December 14, 1965 as 1966 Special City Allotment Project. (See attached Summaries)

PREPARED BY: Richard Unrein

NOTED RICHARD UNREIN

APPROVED: P. V. Hamilton

RECEIVED
NOV 29 1966

118-1127
6835

November 29, 1966

Seaboard Surety Company
100 California Street
San Francisco, California

Gentlemen:

On October 4, 1966, we wrote to you concerning release of final payment on Contract No. 6835 awarded to Asphalt Paving Company for grading and paving the Chocktoot Street in Chiloquin in Klamath County.

Final payment on this contract is $1,486.60 and the total contract amount is $26,589.83 including $261.17 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Seaboard Surety Company
100 William Street
New York 38, New York

Asphalt Paving Company
350 Spring Street
Klamath Falls, Oregon 97601
C.H. Maison
Attn: John Herr

RECEIVED
SEP 30 1966
FOR FILING

118-1127
6835

September 29, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed July 25, 1966, on Contract No. 6835. The contract was with Asphalt Paving Co. and was for grading and paving Chetco-toot Street in the city of Chiloquin in Klamath County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 29, 1966, and that you concur in this procedure at the Commission meeting on October 6.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
J. F. Putnam

bg

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Chiloquin (Chocktoot St.) | | WEEK ENDING: August 12, 1966 |
| | | SECTION PREFIX: 118 - 1127 |
| HIGHWAY: City Street | | COUNTY: Klamath |
| NAME OF JOB: Chiloquin (Chocktoot St.) | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: Asphalt Paving Company | CONTRACT NUMBER: 6835 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 20, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 50 | CALENDAR DAYS USED 41 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 82 |
| PROJECT AUTHORIZATION: $ 35,462.25 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ 32,940.49 | ENGINEERING AUTHORIZATION $ 2,521.76 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 89 |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 28,089.83 | ENGINEERING COST TO DATE $ 3,550.00 | DATE PROJECT WAS COMPLETED: |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN 14.7 % | PERCENT OF AUTHORIZATION 141 % | July 25, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | 100 | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.30 | 0.30 | | | 0.30 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 0.30 | 0.30 | | | 0.30 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 1,200 c y | 2,050 c y | | | 970 t |
| TOTAL QUANTITIES CORRECTED TO DATE | 692 c y | 1,420 c y | | | 965 t |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 692 c y | 1,420 c y | | | 965 t |
| AVERAGE DAILY QUANTITIES | 0 | 0 | | | 0 |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | 0 | 0 | | | 0 |
| NUMBER OF SHIFTS PER DAY | 0 | 0 | | | 0 |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | |
|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY 7 | Fair | | | |
| MONDAY 8 | Fair | | | |
| TUESDAY 9 | Fair | | | |
| WEDNESDAY 10 | Fair | | | |
| THURSDAY 11 | Fair | | | |
| FRIDAY 12 | Fair | | | |
| SATURDAY 6 | Fair | | | |

Routing
Bond 3
Walker
Olson
Parker E
Scott
Litchfield
Olson

RECEIVED
AUG 15 1966
CONSTRUCTION
DIVISION

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

Semi - final Estimate submitted to Division Office Thursday, August 11,1966

This will be the final weekly report on this project.

SIGNED H H Robertson LOCATION Klamath Falls

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

BP°F216

May 14, 1960

Mr. Lloyd Peters
City Recorder
City Hall
Chiloquin, Oregon

NOTED
H. S. COX

Dear Mr. Peters:

On May 19, the State Highway Commission opened bids on the Special City Allotment project on Chocktoot Street in Chiloquin. The low bid was submitted by Asphalt Paving Company of Klamath Falls.and the anticipated cost based on the bid is as follows:

| | |
|---|---|
| Contractor's Bid | $14,264.00 |
| Anticipated Additional Items | 1,625.00 |
| TOTAL..... | $15,889.00 |
| Engineering and Contingencies (12½) | 1,986.13 |
| TOTAL ANTICIPATED COST.... | $17,875.13 |

This project is in conjunction with a state project on Chocktoot Street from the Chiloquin Highway to the Williamson River Bridge.

We anticipate that this contract will be awarded in the very near future.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RU:mr

NOTED
DON HARWELL

RECEIVED
JUN 1 - 1966
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MCMINNVILLE
KENNETH N. PRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

118-1127

6835

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 23, 1966

Asphalt Paving Company
P. O. Box 347
Klamath Falls, Oregon

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 6835 for the following project:

Grading and paving on the Chiloquin (Chocktoot Street) Section in Klamath County.

This award was based on your bid of $29,772.00 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: F. D. Morgan
L. N. Young
C. P. Matzke (BIAC)

RECEIVED
MAY 4 - 1966
COMMISSIONERS
FOR FILING
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. DUDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
118 - 1127
1335

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
F. B. KLABOE

May 2, 1966

Southern Pacific Company
Union Station
Portland, Oregon 97209

Re: Crossing Gate Installation
(Chocktoot Street) Chiloquin
Klamath County
YOUR FILE: 912481/323-3

ATTENTION: Mr. E. A. Kendrew

Gentlemen:

This is in reply to your letter of April 21, 1966 in which you suggest that the grade crossing of Chocktoot Street in Chiloquin be upgraded in connection with the proposed improvement of this street by the installation of automatic crossing gates and predictors.

Inasmuch as this project is a city allotment project, the arrangements made with the railroad with regard to the construction of the grade crossing and any protection that may be required is the responsibility of the City and not the State. Should the railroad desire to solicit financial participation in the cost of this installation, this burden will be solely up to the City.

Therefore, I suggest you contact the City of Chiloquin with regard to your proposed installation.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: Mr. E. E. Heglund - City of Chiloquin
Southern Pacific Company - San Francisco
Southern Pacific Company - Dunsmuir

F. B. Klaboe
J. F. Putnam
J. E. Holcomb

RECEIVED
MAY 1966
OFFICE OF
STATE HIGHWAY ENGINEER

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APR 28 1966
FOR FILING

118-1127
C&E 5

April 27, 1966

Oregon State Highway Commission

Gentlemen:

The 1966 Special City Allotment Fund contains an item for improving a section of Chemtoot Street in Chiloquin. An extension of this street to the Chiloquin Highway in Klamath County is on the state highway system. This section, as well as the city street section, is in poor condition.

The City portion, to be funded from the 1966 special City Allotment, has been estimated to cost $17,000. To bring the State portion up to the same standards would cost an additional $18,000.

On April 23, 1966, Mr. Jackson approved the project and directed us to place the State portion on the current State Construction Program. Bids will be taken May 19, 1966.

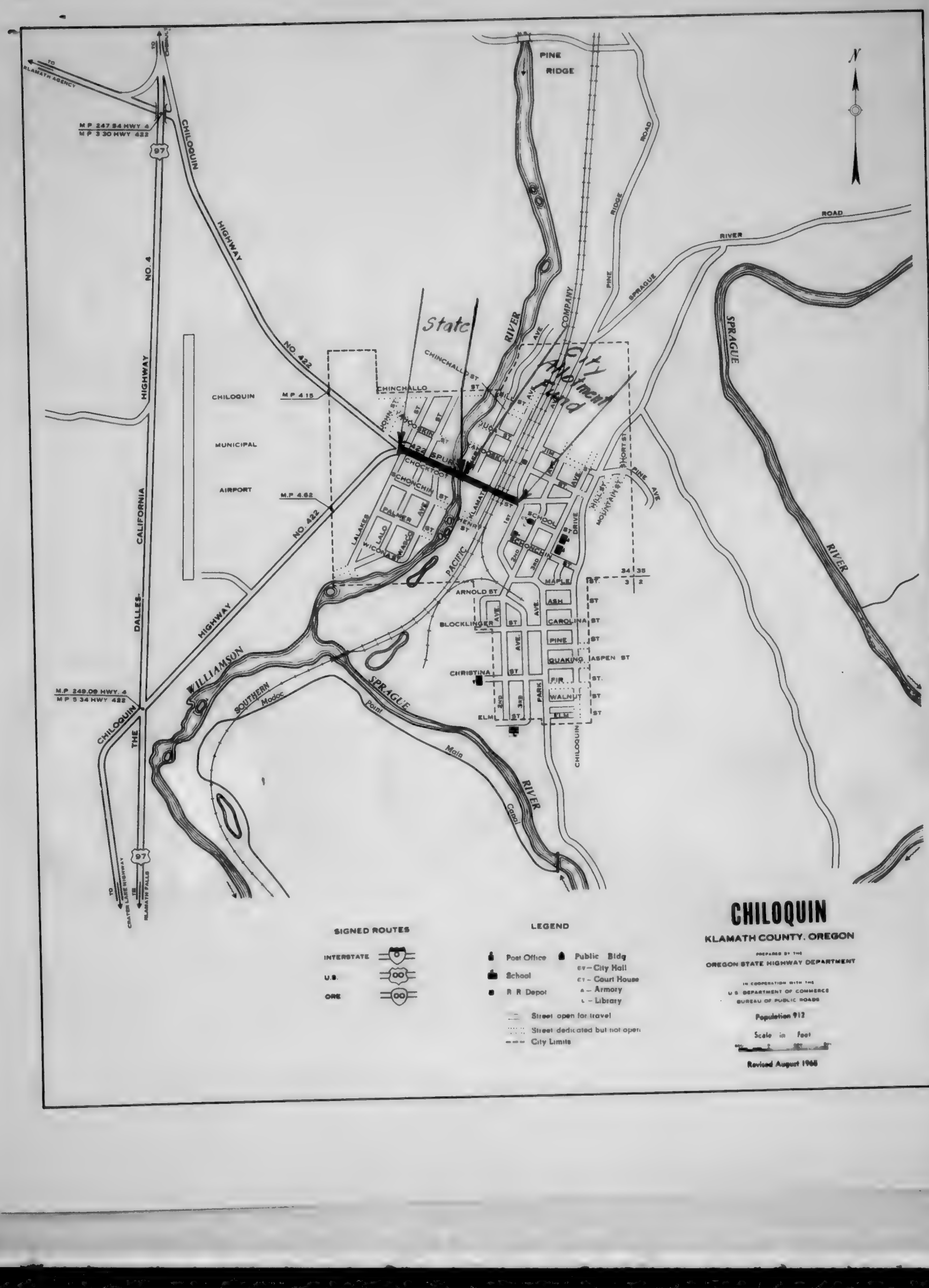
This matter will be on the agenda for confirmation at the June 2 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
H. S. Cox
J. F. Putnam

FBK:srb fn




SIGNED ROUTES

INTERSTATE

U.S.

ORE

LEGEND

Post Office

School

R R Depot

Public Bldg
CH – City Hall
CT – Court House
A – Armory
L – Library

Street open for travel

Street dedicated but not open

City Limits

# CHILOQUIN

## KLAMATH COUNTY, OREGON

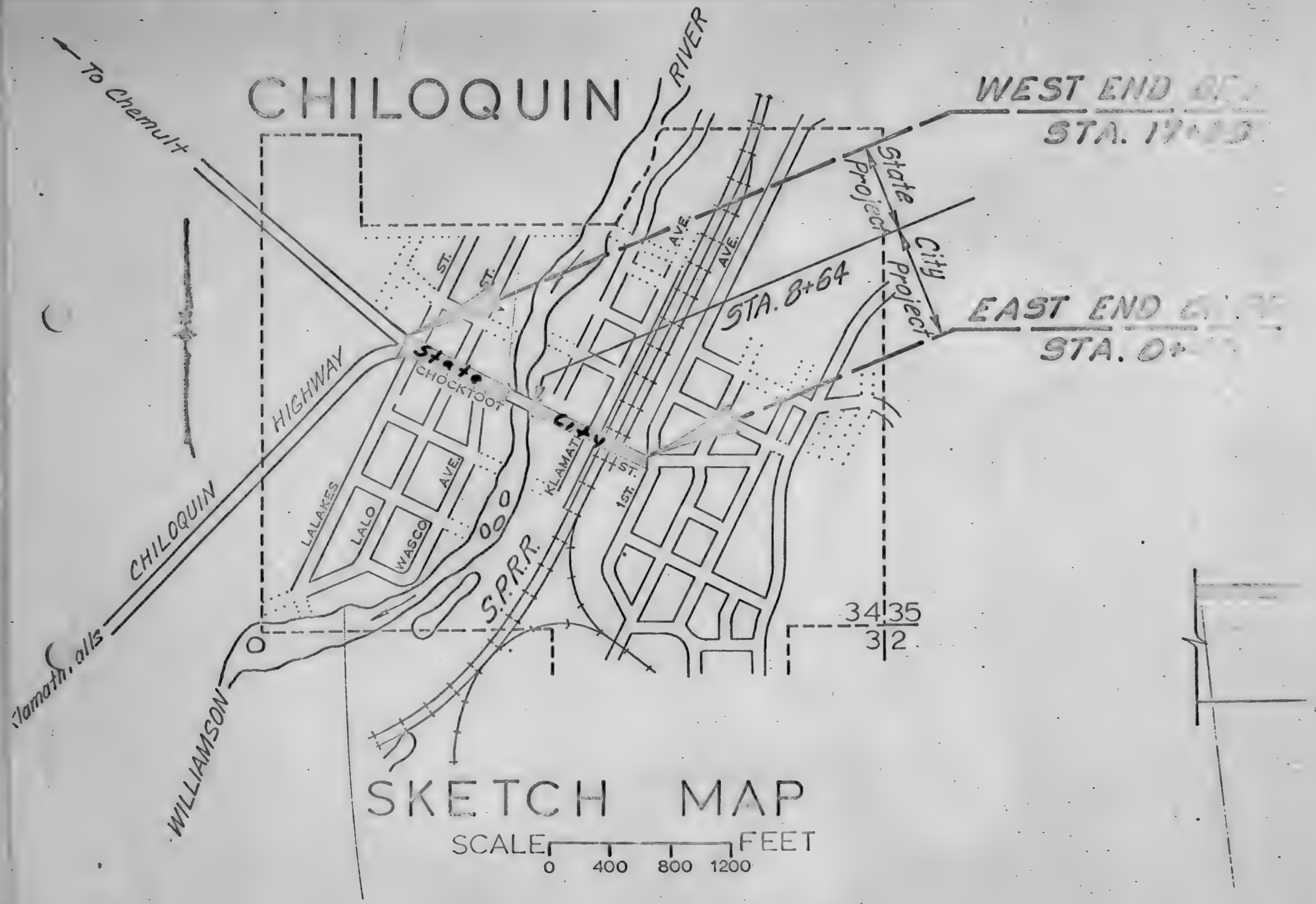
PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 912

Scale in Feet

Revised August 1968




SKETCH MAP

SCALE FEET

0 400 800 1200

# CHILOQUIN

To Chemult

RIVER

WEST END S.P.P.
STA. 17+00

State Project

City Project

EAST END C. P.
STA. 0+

STA. 8+64

HIGHWAY

CHOCKTOOT

ST.

ST.

AVE.

AVE.

KLAMATH

ST.

1ST.

LALAKES

LALO

WASCO

AVE

S.P.R.R.

CHILOQUIN

Klamath Falls

WILLIAMSON

34 35
3 2

## SKETCH MAP

SCALE 0 400 800 1200 FEET

RECEIVED
APR 20 1966
OR rights
118-1127
6835

MISC. CONTRACTS and
AGREEMENTS No. 3051

April 19, 1966

Mr. Lloyd Peters
City Recorder
City of Chiloquin
Chiloquin, Oregon

Dear Mr. Peters:

We are enclosing for your records a fully executed copy of a Finance-Construction Agreement covering Chocktoot Street in the City of Chiloquin.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

Chilcoqum (Chuckfoot St.) Section

Grading and misc.

Estimate of June 4-7-66

| No | Item | | Price | Amount |
|---|---|---|---|---|
| 1 | Clearing and Grubbing | All Spec | — | 1000 - |
| 2 | General Excavation, Unclassified | 1,200 CuYds | 1.50 | 1800 |
| 3 | Trench Excavation | 90 ~~20~~ CuYds | 3.50 | 315 ~~280~~ |
| 4 | Watering | 54 M-Gals | 4.00 | 216 |
| 5 | Stone Base | 1,900 CuYds | 5.25 | 9975 |
| 6 | ¾"-0 Material in Base | 150 CuYds | 5.50 | 825 |
| 7 | Class "B" Asphalt Concrete | 970 Tons | 12.50 | 12,125 |
| 8 | 18-inch Culvert Pipe | 50 LinFt | 5.50 | 275 |
| 9 | 12-inch Sewer Pipe | 210 ~~150~~ LinFt | 3.50 | 735 ~~525~~ |
| 10 | 18-inch Sewer Pipe | 270 LinFt | 5.00 | 1350 |
| 11 | 18-inch Culvert End Sections | 2 Only | 40.00 | 80 |
| 12 | Concrete Manholes | 1 Only | 350.00 | 350 |
| 13 | Concrete Inlets, Type CB-1 | 2 Only | 150.00 | 300 |
| 14 | " " " " D | 1 Only | 125.00 | 125 |
| 15 | Adjusting Manholes | 2 Only | 100.00 | 200 |
| 16 | Adjusting Inlets | 1 Only | 25.00 | 25 |
| 17 | Extra for A.C. Conc. Approaches | 13 Only | 35.00 | 455 |
| | | | Total | 30,151 — |
| | | | Antic. Add Items | |
| | | | Flagging | 250.00 |
| | | | R.R. Protective Costs | 1500.00 |
| | | | Total | 31,901 - |
| | | | 12½ % E&C | 3,987 63 |
| | | | Total | 35,888 63 |
| | | | State | $17,515 13 |
| | | | City | 18,373 50 |

RECEIVED
APR 27 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
RICHARD UNREIN

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



Section CHOCKTOOT STREET Highway CITY OF CHILOQUIN County KLAMATH Prefix 318-1468

Res. Engr. W. R. Merritt Approx. Length 0.16 Miles. Sta. _____ to Sta. _____ Date 3-[illegible]-66

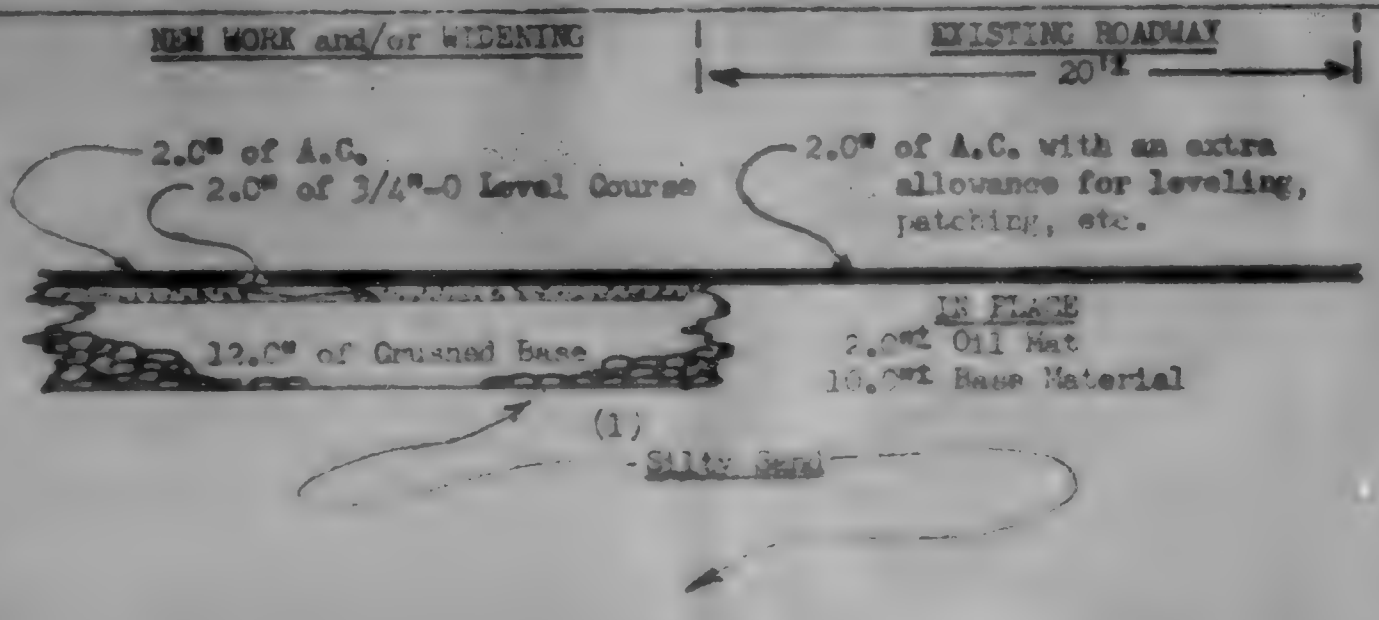
Truck A.D.T. 120 Traffic Coefficient 8.2 18 kip s.a. per day 84.3.

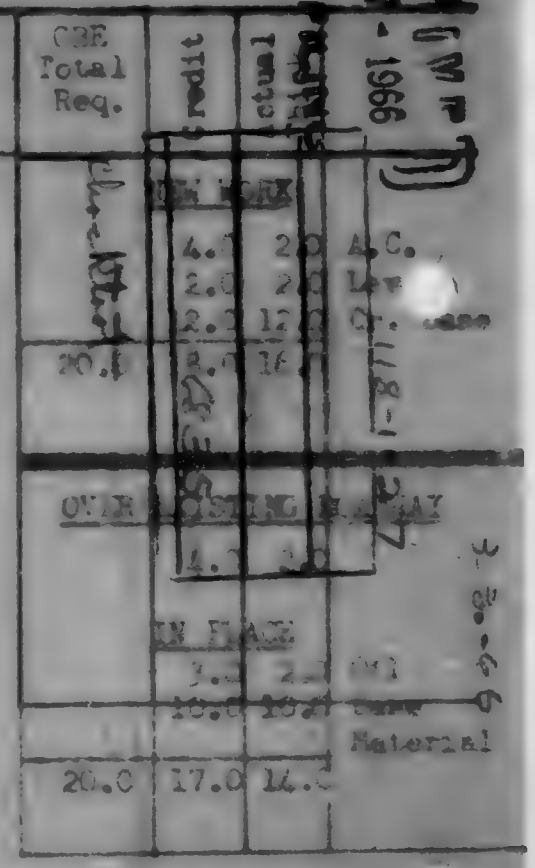
Annual Precipitation 23" Frost Penetration 24".

(1)
Typical Soil
26 LL
0 PI
98 %P 10
97 %P200
2 %Gravel
14 %C Sand
46 %F Sand
27 %Silt
11 %Clay
.2 "M" Value

AASHO CLASSIFICATION:
A-4 (1)

MATERIAL SOURCES:
To be determined by the Engineer.




NOTED
F. N. KLABOE

cc:
[redacted]
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
[redacted]
Rural Engineer
County - City (2)

Submitted by E. J. Berg
Staff Assistant

Recommended by [illegible]
Engineer of Materials

Recommended by [illegible]
Construction Engineer

Approved by [illegible]
Asst. State Highway Engineer

SECTION. CHOCKTOOT STREET

HIGHWAY: CITY OF CHILOQUIN

COUNTY: KLAMATH

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Y[illegible]

A. Present ADT 2400 (Total)

B. Future ADT 3600 (Total)

C. Mean ADT 3000 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 8 (ADT Basis) (Logging)

G. Trucks (in one direction) $\frac{F}{2}$ = 4 x (C) 3000 = 120

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 120 x (H) 100 % = 120

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.669

= 8.2

SECTION: CHOCKTOOT STREET

HIGHWAY: CITY OF CHILOQUIN

COUNTY: KLAMATH

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good _____ Fair X Poor _____
   Remarks: _____
5. Cost Comparisons: None made

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City requested A.C.
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison made as this is a short (0.16± mi.) project and consists mostly of widening and overlaying an existing oil wearing surface with A.C.

NOTED
H. S. COX

Salem, Oregon
March 15, 1966

Mr. J. E. Morelock
O F F I C E

Special City Allotment Project
& State Highway Project
Chocktoot Street
City of Chilcquin

The survey data on the above named section has been examined and found to be consistent with the project as requested by the city and approved by the Highway Commission.

Any of the three plans for construction as proposed by the Resident Engineer would be consistent with the requested project. Special City Allotment funds up to $20,000 are available for the city portion of this project.

All costs for this project should be separated into "State" and "City" costs.

NOTED
RICHARD UNREIN

Richard Unrein, Field Engineer
County & City Division

RU:mm

Field Est's

#1 - 3½" A.C. — $16,926.60 S.C.A.
$21,857.10 STATE
$38,783.70 Total

#2 - 2" A.C. overlay
3½" A.C. newmat — $14,536.80 S.C.A.
$19,839.90 STATE
$34,376.70

#3 - 2" A.C. — $13,636.80 S.C.A.
$17,360.10 STATE
$30,996.90 Total.

NOTED
DON HARWELL

SCA ext
Hwy 4

FORM E-30X—80M—1-65 SP°19102-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 2, 1966

NOTED
P. B. Arensmeier

NOTED
H. S. COX

SUBJECT: Paving Chocktoot Street, Chiloquin

To:

F. D. Morgan
Construction Engineer

Building

NOTED
DON HARWELL

Attached is a copy of a letter recently received from Lloyd Peters, Recorder-Treasurer of Chiloquin, and a map of Chiloquin.

Mr. Peters has requested that we overlay Chocktoot Street westerly from the Williamson River Bridge to the Highway 422 junction at the same time as the City-State cooperative project is constructed on the easterly end of Chocktoot Street.

This is an excellent suggestion and I request that you have the additional paving included in the Chiloquin City-State project.

- Estimate from Putnam - he is on 1 mile - tabotype forthcoming

who pays
~~75% or~~
100% State
see Klaboe

E. S. Hunter

E. S. Hunter
Maintenance Engineer

ESH:je
Attachment
cc: H. S. Cox ✓
J. F. Putnam
S. P. Jones

10" Base
100% State
const

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FEB - 3 1966
ENGINEER
COUNTY & CITY DIVISION

# City of Chiloquin

CHILOQUIN, OREGON

NOTED
RICHARD UNREIN

January 26,1966

Mr.H.S.Cox
County and City Engineer
Oregon State Highway Dept.

Dear Sir:

We acknowledge your letter of Dec.16 stating that our request for Special City Allotment to improve Chocktoot St.from the Williamson River Bridge to 1st Ave had been allowed.

The request Iam about to make may be unusual,but inasmuch as we feel it would be advantageous to both the state and the City of Chiloquin,we decided that we should make it. THe condition of Chocktoot St.westerly from the Williamson River bridge to the junction with Hwy.422 is in as bad condition as the part we requested easterly from the bridge, but due to the fact that this stretch is maintained by the state,we could not include it in our original application. We asked the survey crew if this was included in the job whenthey were working here recently,and they said not.

It is our opinion that it would be cheaper to also pave this stretch of street while the equipment is in here than to divide it in two separate jobs.

The distance involved would approximate 650 ft.of paving.

I probably should have suggested this to the Field Engineer when he was here so that he could have carried it on,but I did not do so.I hope this is not too late for consideration,as it is a job that will soon have to be done anyway.

Thanking you for your consideration.

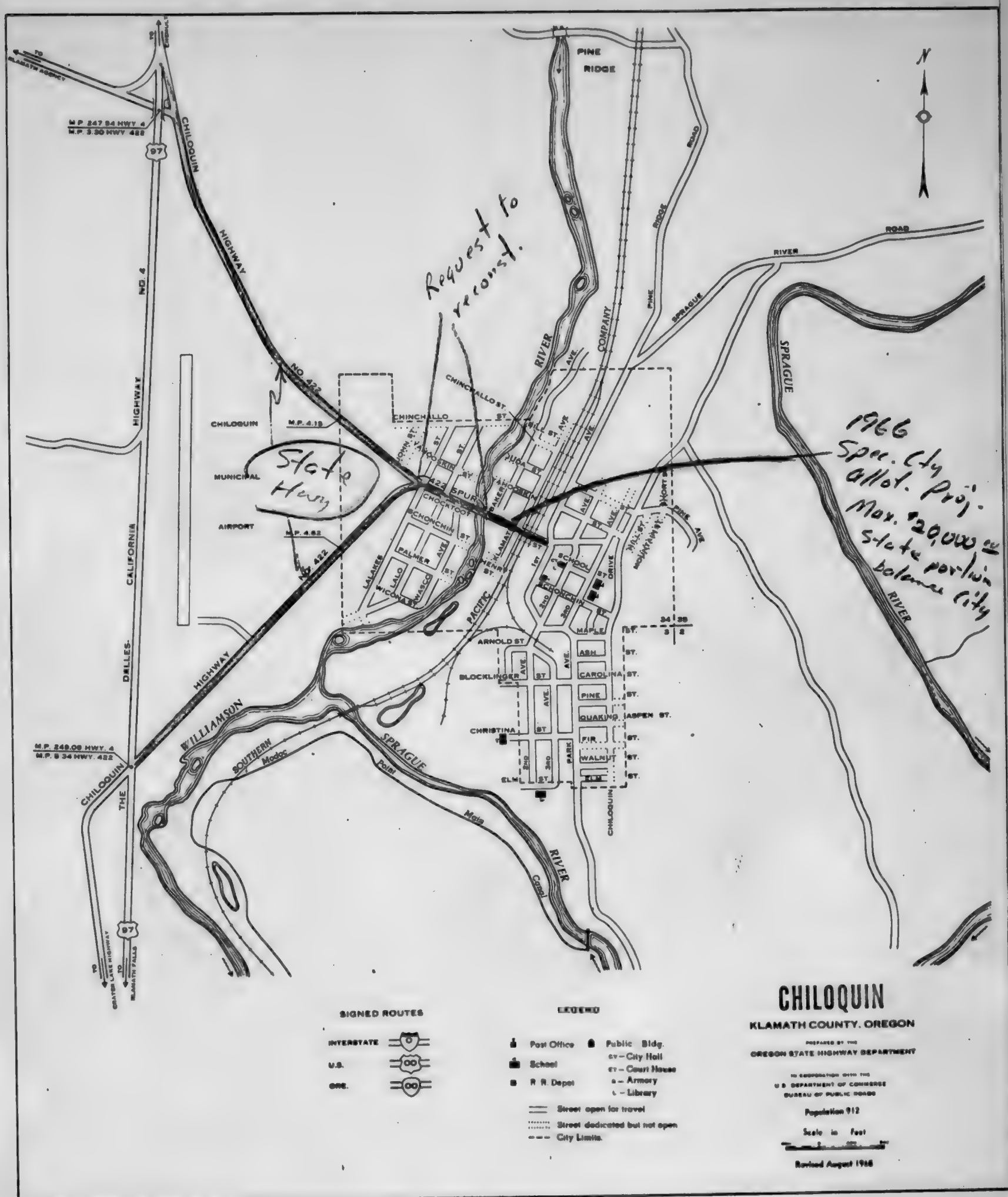
Copy to Hunter 1-28-66
si

RECEIVED
JAN 27 1966
ENGINEER
COUNTY & CITY DIVISION

Yours very truly
Lloyd Peters

Lloyd Peters
Recorder-Treas.
Chiloquin,Ore.

NOTED
D. D. ALLEN




SIGNED ROUTES

INTERSTATE 97

U.S. 00

ORE. 00

LEGEND

- Post Office
- School
- R. R. Depot
- Public Bldg.
  - cv – City Hall
  - ct – Court House
  - a – Armory
  - l – Library
- Street open for travel
- Street dedicated but not open
- City Limits.

# CHILOQUIN

## KLAMATH COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 912

Scale in Feet

Revised August 1966

# City of Chiloquin

CHILOQUIN, OREGON

NOTED
RICHARD UNREIN

January 26,1966

Mr.H.S.Cox
County and City Engineer
Oregon State Highway Dept.

Dear Sir:

NOTED
DON HARWELL

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Thanking you for your consideration.

Copy to Hunter 1-28-66
SI

Yours very truly
Lloyd Peters

Lloyd Peters
Recorder-Treas.
Chiloquin,Ore.

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JAN 27 1966
ENGINEER
COUNTY & CITY DIVISION

NOTE 2/1/66
Discussed this with Dale Allen re: State Hwy. const. or Maint Forces!?

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118 1127
6835

1-18-66

Prefix No. 318-1468

LOCATION PROSPECTUS
CHILOQUIN (CHOCKTOOT STREET) SECTION
CHILOQUIN CITY STREET
KLAMATH COUNTY

HIGHWAY: Chocktoot Street in city of Chiloquin. Not on the Federal-aid or State highway system.

TERMINI: Westerly terminus is at easterly end of Williamson River Bridge on Chocktoot Street. Easterly terminus is intersection of Chocktoot Street with westerly side of 1st Avenue.

LENGTH: The overall length is 0.16 mile.

NARRATIVE: This will be a location survey to prepare plans, specifications and estimates for placing 2-inch overlay 24 feet in width over existing traveled portion of street and grading, surfacing and paving shoulders to a width of 6 feet. This street receives considerable logging and heavy traffic. Reconnaissance is not necessary. There are no special drainage problems. The survey need not be tied to the Lambert Grid System. Soils investigations will be conducted. This project is to be consturcted with 1966 Special Allotment Funds.

TYPICAL SECTION: Two 12-foot traffic lanes with 6-foot shoulders.

STRUCTURES: None.

BASE DESIGN: Tentative base design for construction is:

| | |
|---|---|
| Paving | 2" A.C. |
| Top Course Base | 2" Leveling |
| Bottom Course Base | 12" Coarse Crushed |
| Total Depth | 16" |

MATERIAL SOURCE: Investigations for material sources will be made during survey and referenced to the project.

ADDITIONAL FACILITIES: Improvement of existing railroad crossings will be required. Under the Special City Allotment Program, improvements of railroad crossings is a standard utility obligation of the City. The City of Chiloquin will have to effect the improvement of crossings with no cost to the State.

NOTED
R. L. PORTER

NOTED
FORREST COOPER

UTILITIES: No adjustments anticipated to be necessary, but if any are found to be required, they will be the responsibility of the City of Chiloquin.

AGREEMENTS: Routine negotiations for Special City Allotment project.

PARKS: None affected.

January 18, 1966
Attachment
cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
Tom Edwards
F. D. Morgan
J. F. Putnam (3)
Mark Astrup
R. N. Chase
H. S. Cox
F. B. Crandall
Frank Hall
O. B. Jackmond
Val Johnson
Ivan Merchant (4)
D. H. Moehring (3)
A. D. Olson
James Owens
Phil Preston (2)
Jack Rowland
O. C. Turner
F. W. Yarbrough (2)
L. H. Young
E. S. Hunter

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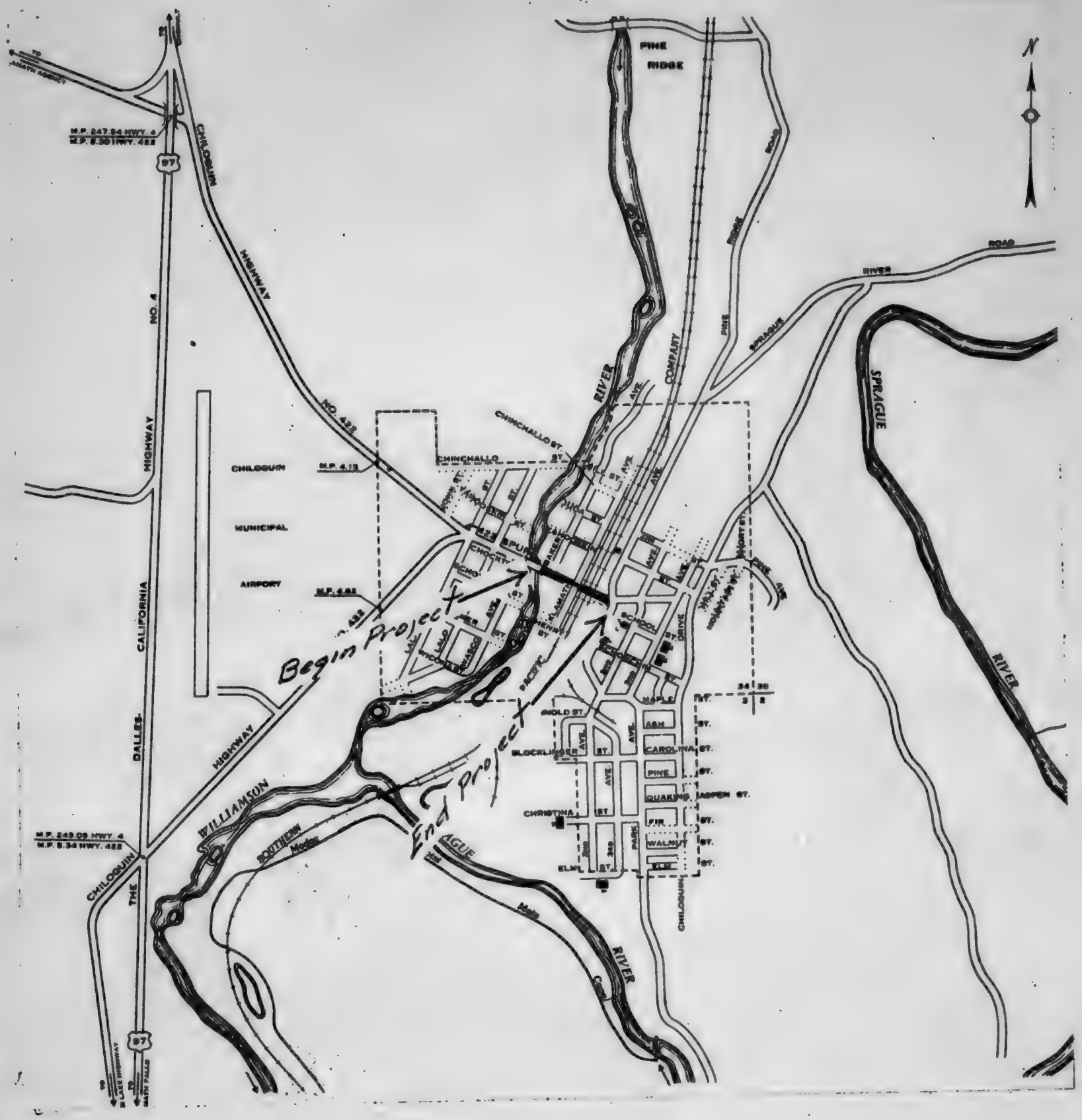
JAN 20 1966
OFFICE OF
STATE HIGHWAY ENGINEER




Prospectus Map
Chocktoot Street
Chiloquin City Street
Klamath County
1966

Typical Section

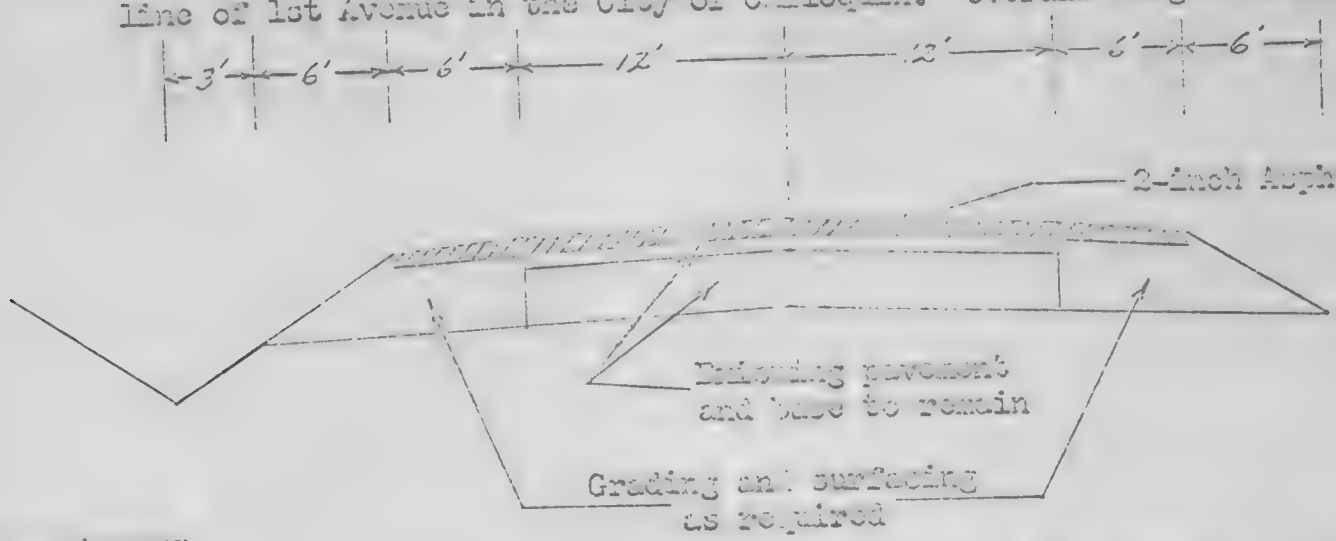
# AUTHORITY FOR SURVEY

Section Chiloquin (Checktoot Street) Date December 21, 1965

Highway Chiloquin City Street Authorization No. 1

County Klamath Survey Prefix [illegible] (Assigned by Salem office)

Description of termini, route, length, etc.: Project begins at easterly end of Williamson River Bridge on Checktoot Street and extends easterly on Checktoot Street to the westerly line of 1st Avenue in the City of Chiloquin. Overall length is 0.16 mile.




Purpose of survey:

Prepare plans, specifications and estimate for placing 2-inch overlay 24-feet wide over existing pavement, reconstruction and paving of shoulders to width of 6-feet.

RECEIVED
FEB 15 1966
ENGINEER
COUNTY & CITY DIVISION

Estimate of cost:

| | |
|---|---|
| Field (904) | [illegible] |
| Plans (905) | 250.00 |
| Soils (910) | 250.00 |
| Total estimated cost of survey | [illegible] |
| Previous authorization | 0.00 |
| Additional authorization requested | 0.00 |
| Additional authorization approved (Salem) | |
| Total all authorizations approved (Salem) | |

INSTRUCTIONS

Submit four copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Request made by: [signature] Field Engineer

Recommended for Approval: [signature] Division Engineer

Recommended for Approval: [signature] Asst Construction Engineer

Approved: [signature] Asst State Highway Engineer

December 16, 1965

Mr. Lloyd Peters

City Recorder
City Hall
Chiloquin, Oregon

Dear Mr. Peters:

On December 14 the State Highway Commission approved the City's request for a Special City Allotment project on Chocktoot Street from Williamson River Bridge to 1st Avenue, to be constructed from funds authorized by ORS 366.805.

The project will consist of placing an asphaltic concrete overlay 24' in width and reconstruction of the shoulders to a width of 6'. The estimated cost of this project is $11,000, but should the cost of this project exceed $20,000 the City shall pay all costs in excess of $20,000.

In addition to the above construction, this project will necessitate the improvement of the railroad crossings. Under the Special City Allotment Program the improvement of railroad crossings is a standard utility obligation of the city, without cost to the State. In order to have this project completed during the 1966 construction season, it is suggested that the City begin negotiations as soon as possible to have the crossings improved.

You will be contacted in the near future concerning construction details.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox

H. S. Cox
County and City Engineer

RUrsb

bc: J. F. Putnam

December 16, 1965

Mr. Lloyd Peters
City Recorder
City Hall
Chiloquin, Oregon

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You will be contacted in the near future concerning construction details.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox

H. S. Cox
County and City Engineer

EU:eb

bc: J. F. Putnam

# R E S O L U T I O N 13 304

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Chiloquin is an incorporated city of the State of Oregon and has a population of 912 as given by the latest official census; and

WHEREAS, the following streets of said city, Kouit, Chochtoot Street, from the Williamson River Bridge to 1st Ave.

RECEIVED
MAY 1
ENGINEER
3 CITY DIV.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Chiloquin does hereby offer to State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Elmer Heglund as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 8th day of March, 1965.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

Elmer Heglund, Mayor

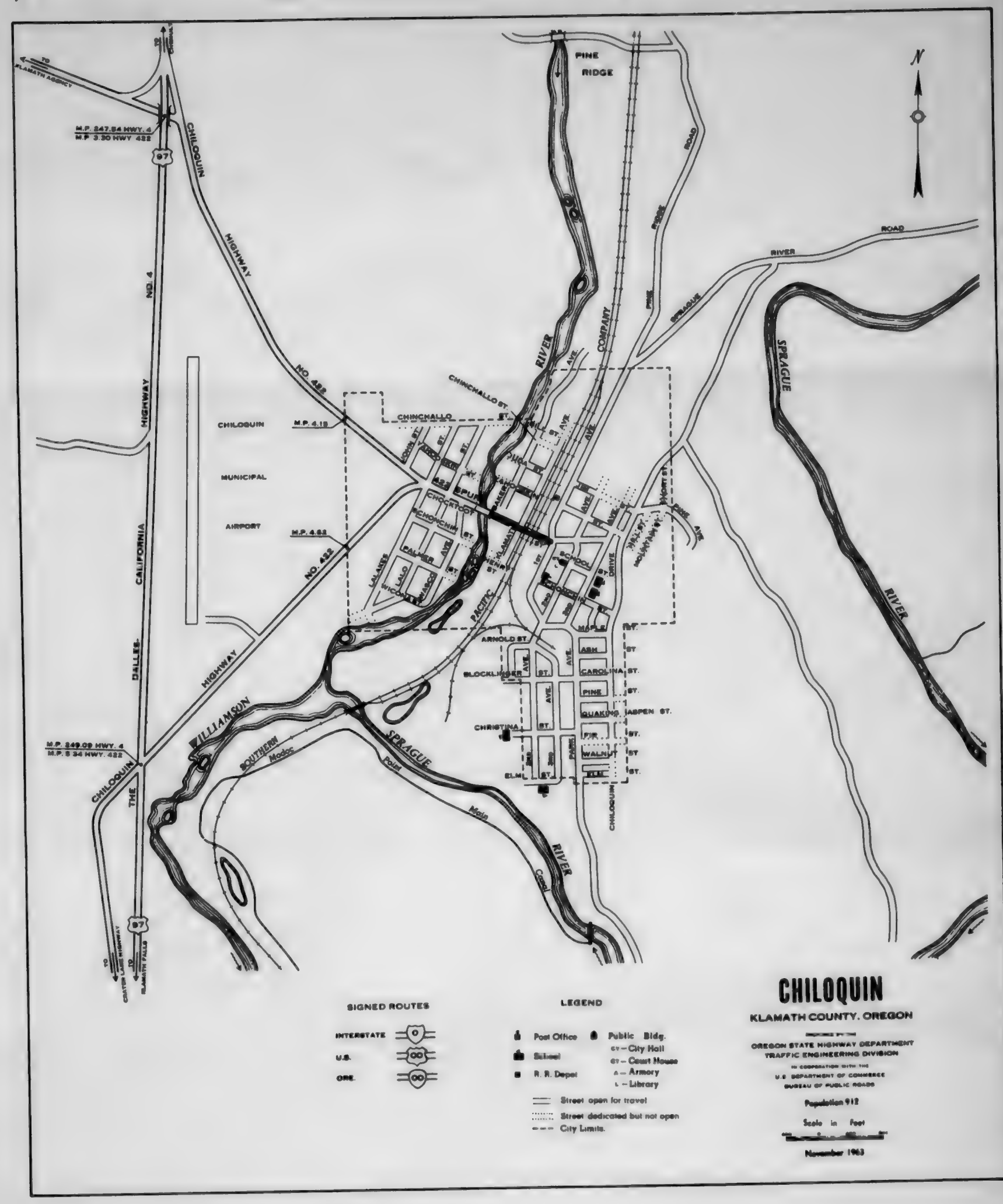
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Chiloquin at a regular or special meeting of said Council, held on the 8th day of March, 1965, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 8th day of March, 1965.

Lloyd Peters
City Recorder



(cc-50, 1959 Rev.)




SIGNED ROUTES

INTERSTATE 0
U.S. 00
ORE. 00

LEGEND

Post Office
School
R. R. Depot
Public Bldg.
CH – City Hall
CT – Court House
A – Armory
L – Library
Street open for travel
Street dedicated but not open
City Limits.

# CHILOQUIN

## KLAMATH COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 912

Scale in Feet

November 1963

I-5-3(60)175 Goshen-Cottage Grove Sec., 1966
Pacific Hwy. (Grad. & Pav.)
#6836 Folder #2

#6836
I-5-3(60)175

October 25, 1973

TO G. L. Green, Division Engineer
Federal Highway Administration

FROM L. H. Young
Office Engineer

SUBJECT Goshen-Cottage Grove Section
Construction Project I-5-3(60)175

We are forwarding six copies of revised plan sheet No. 6A for the subject project. This plan sheet reflects the changes in the right-of-way and access control line as a result of excess property on files 20506, 20507, 20508, and 20509. Approval for this change and disposal of excess was given in your letter of October 10, 1972. No credit to Federal funds will be given as there was no Federal participation in the purchase of this right-of-way.

We request that one copy of the revised plan sheets be returned approved for our files if found to be satisfactory.

Attach.

DRH:dg

cc J. R. Oakes
R. N. Chase
M. Mitchell

RECEIVED
AUG 28 1969

FHWA-21 (12-67)

UNITED STATES GOVERNMENT

FOR FILING

# *Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
Box 300
Salem OR 97308

I-5-3(60)175

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6X36

FROM : R. E. Simpson, Division Engineer
Salem, Oregon

DATE: August 25, 1969

In reply refer to 08-35-EC

SUBJECT: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section
Pacific Power and Light Co. Power Line Relocation - Final Bill

The overrun for the adjustment in the Pacific Power and Light Company's Powerline on the subject project as described in information furnished with Mr. Litchfield's July 30 letter on the above subject has been reviewed by this office and found to be a necessary part of the highway project. Payment will be in accordance with regular audit procedures.

8-27-69

By Asst. Bridge and Struc. Engr.

RECEIVED
AUG 27 1969
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 30 1969
FOR FILING

**OREGON STATE HIGHWAY DEPARTMENT**

I-5-3(60)175
6836

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

July 30, 1969

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

NOTED
F. B. KLABOE

ATTENTION: John Hegmann

Dear Sir:

Re: Final Bill
Power Line Relocation
Pacific Power & Light Company
Goshen-Cottage Grove Section
Pacific Highway
Lane County
Project No. I-5-3 (60) 175
Contract No. 6836
PP&L File: PD-9-OR-5

Attached is Pacific Power & Light Company's invoice No. 4-102 for $92,247.87 which is the actual cost of relocating their facilities in conflict with this project. This represents a 50 per cent overrun of their total estimated cost.

The bill and the work have been examined by Messrs. Harley Mayfield, Resident Engineer, and Jess Jones, Utility Auditor, and it is their opinion that the work was necessary, actually performed and the changes reasonable.

Due to right of way and construction problems, we requested and received from the Company four (4) different revisions and/or additions to their original estimate of cost, dated June 1, 1966. Each subsequent estimate covered its own area, and overlapped areas previously estimated. Thus, after all estimates were received, the total estimated cost of the actual relocation as finally agreed upon was not readily apparent. This was probably the primary reason for the overrun. Other factors were the cost of engineering was inadvertently omitted, earlier estimates were never updated, and the Company substantially underestimated labor and equipment costs.

Since several other bills submitted by PP&L for work in Southwestern Oregon had overruns, we called a conference with representatives of the Company to discuss the problem and set up a procedure to make future estimates more realisitc. (Attached is one copy of a memo to the files covering this meeting.)

The Company has agreed to make minor changes in their new computerized billing system which will alert their engineers to possible overruns on highway projects at an early date. We are also making minor changes in our liaison procedure with the Company. Through our combined efforts a re-occurrence of this problem should be minimized.

We find that the bulk of the overrun was the result of circumstances beyond the control of the Company, and the work was performed in accordance with approved plans. Your approval of this bill in the amount of $92,247.87 is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

PGP:ss

Enclosure

cc: F. B. Klaboe
V. L. Gallagher (2)

RECEIVED
JUL 30 1969
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN [illegible] 1969
FC[illegible]

I-5-3(10)175
6836

2698

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1969

SUBJECT: Assignment No. 2698-FBK
Goshen-Cottage Grove Section
Pacific Highway
Contract No. 6836

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Reference is made to the subject assignment concerning Item (2)b of Audit Report 69-835-18. This item concerns fencing repair work performed under Extra Work Order No. 5.

At the time this extra work order was processed, the procedure concerning participating and non-participating work orders was as follows: The work order would be tentatively approved by the Bureau of Public Roads Area Engineer and the Resident Engineer so notified. If a part of the work was non-participating, the formal approval by the Bureau of Public Roads would so indicate. (This is the case on Extra Work Order No. 5).

In this particular instance, the Resident Engineer was not aware that part of the order was non-participating and therefore he did not segregate the work. Since he did not, it is virtually impossible to segregate these costs at this time. The portion of the work which would have been participating is estimated to be only 20 per cent. We recommend that the work order be made non-participating in its entirety.

It is felt that the procedures for current billing in effect during this time were applicable to Extra Work Order No. 5. These procedures (approved by the Bureau of Public Roads) stated that when a small portion of an order was non-participating and the major portion was participating, all costs would be coded participating with the proper adjustment made on the final voucher. (When Extra Work Order No. 5 was prepared, the major portion of the work was assumed to be participating.) No instructions were issued as to how the costs were to be segregated or who was to segregate them so that the proper adjustment could be made on the final voucher.

Maison handling 1-27-69

NOTED
F. B. K[illegible]

We believe this deficiency has already been corrected by our present method of notifying the Resident Engineer regarding participation and/or non-participation by sending the Resident Engineer a copy of the order with the Bureau of Public Roads' notation of approval on it.

F. D. Morgan
Construction Engineer

DES:fw
Attach.

RECEIVED
JAN 23 1969
OFFICE OF

# FEDERAL-AID PRE-AUDIT INELIGIBILITY NOTIFICATION
NO. 35-69-PIN-5

| STATE | COUNTY |
|---|---|
| Oregon | Lane |
| F. A. PROJECT NO. | STATE CONTROL SECTION OR PROJECT NO. |
| I-5-3(60)175 | Goshen to Cottage Grove, I-5 |

TO: Mr. Forrest Cooper, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

CC: 1. Maison, Controller
2. Gillson (Region)
3. Smith (Region)
Lause
Proj. File
PIN File
Fiscal File

ITEMS IDENTIFIED BELOW ☒ OR ON ATTACHED SHEET ☒ HAVE BEEN DETERMINED TO BE INELIGIBLE OR REQUIRE ADDITIONAL SUPPORT PRIOR TO FEDERAL-AID REIMBURSEMENT FOR THE REASONS STATED:

Our memo. of January 15, 1969 on Audit Report 69-835-18 indicated that on Item (2)b the area engineer would review to determine the extent, if any, of Federal participation on Extra Work Order No. 5.

He has completed his review and recommended that no no participation be allowed on Extra Work Order No. 5. A copy of his report is attached.

Furnish copy of Transfer Voucher showing transfer of costs to nonparticipating.

INELIGIBLE $ 2,732.00 *
(IF APPLICABLE)

THE ABOVE ITEMS (AS AMPLIFIED IN THE COVERING LETTER)* SHOULD NOT BE CLAIMED UNTIL CORRECTIVE ACTION HAS BEEN TAKEN AND SUPPORTING OR QUALIFYING DATA PLACED IN THE STATE'S FILE. IF THE STATE HAS ALREADY BEEN REIMBURSED, A CREDIT SHALL BE ENTERED ON THE NEXT CONSOLIDATED OR CURRENT BILLING SUBMISSION.

RECEIVED
JAN 20 1969
OFFICE OF
STATE HIGHWAY ENGINEER

EXCEPTIONS DESCRIBED ON NOTIFICATION NO. _____ NOW ELIGIBLE.
REFERENCE:

REMARKS:
* PIN-1367, #35-69-PIN-6 disallowed $2,440.30. Amount disallowed here is the balance of costs on this extra work order.

| SIGNATURE | TITLE | DATE |
|---|---|---|
| L. R. Backlund | Administrative Manager | 1-17-69 |

*STRIKEOVER IF NOT APPLICABLE

U.S. GOVERNMENT PRINTING OFFICE : 1967 OF—268-644

Refer to Morgan 1-21-69 - Ref: FBK 2698

BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

Files

January 17, 1969

03-35-DA

J. J. Heymann, Area Engineer
Salem, Oregon

Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section, Pacific Highway
Audit Report 69-835-18
Extra Work Order No. 5 - Total Amount $5,172.30

Reference is made to Mr. Simpson's January 8, 1969 memorandum and the above audit report relative to Extra Work Order No. 5 for repair fencing.

The question is whether or not the fencing done under Extra Work Order No. 5 on I-5-3(60)175 was done previously under other interstate projects. The September 19, 1966 approval memorandum stated that the approval of Extra Work Order No. 5 was "...with the understanding that participation will be limited to areas not previously fenced under Interstate projects."

Comments

I went to the State January 15 and 16, 1969 to look at the earlier as-constructed plans on I-5-3(14)181 and I-5-3(18)175 which were the only two Interstate projects I could find which had included fencing as bid items (Note that these projects were closed out in 1965 and we have no such files here yet in the Division office).

Using the daily station limits for EWO #5 from Auditor Pike's work papers and comparing these with areas designated for fencing under the two earlier interstate projects, I found several coincident areas. This indicates either some of the work under EWO #5 had been done earlier under I-5-3(14) or I-5-3(18), or that an accounting was not kept which would allow us to distinguish coincident from noncoincident work.

I talked with Mr. Harley Mayfield, Resident Engineer, January 15, 1969 and it was his recollection that no attempt had been made to segregate the areas which had and had not been Interstate-fenced when working under EWO #5. Apparently, he did not receive a copy of (nor was he advised of) our conditional approval by his Division. He told me that they simply repaired and rebuilt fence where and as needed.

(more)

Recommendations

Therefore, my only choice is to recommend that participation not be allowed on any portion of EWO #5 on I-5-3(60)175. I would also recommend that the State be advised of the need for furnishing their resident engineers with copies of extra work orders and price agreements including any provisions we might attach to the approvals.

They should also furnish copies to or advise him of any conditions in our PS&E approvals. We had specifically disallowed any participation north of the SPRR overcrossing in our April 27, 1966 PS&E approval, yet as cited under Item (2)a, work in that area was coded participating.

JJHegmann:gyh

RECEIVED
JUL 12 1968
FOR FILING

I-5-3(60)175

6436

July 12, 1968

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A post-final payment for $10.08 will be made to Wildish Construction Company on Contract No. 6836 for grading, paving, structures, signing and illumination on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, as soon as the warrant is prepared.

The total amount paid on this contract will be $1,465,224.08, including the post-final payment. Of the total, $21,848.74 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Wildish Construction Company
P. O. Box 1106
Eugene, Oregon 97401

C. H. Maison
Attn: John Herr

C

RECEIVED
JUN 20 1968
FOR FILING

I-5-3(60)175

6836

May 31, 1968

#2

Wildish Construction Company
P. O. Box 1106
Eugene, Oregon 97401

Gentlemen:

The State Highway Commission at its meeting on May 29 confirmed your request for an increase of 49 calendar days on Contract No. 6836 for work on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc C. T. Keasey
Harley Mayfield
L. H. Young
F. D. Morgan
G. H. Maison
Bureau of Public Roads

Form FH-121 (4-67)

UNITED STATES GOVERNMENT

*Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

477 Cottage St. NE. - Salem OR 97301

DATE: May 8, 1968

In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM for R. E. Simpson, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section, Pacific Highway
Time Extension

We have reviewed Mr. Klaboe's March 27 letter regarding a time extension on the Goshen - Cottage Grove project which was requested by the contractor, Wildish Construction Company.

The contractor requested an extension of 49 calendar days and you requested our concurrence in granting 47 calendar days. Based on your evaluation and support we concur in the 47 additional calendar days.

NOTED
R. L. PORTER

RECEIVED
MAY 9 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-30 (12-67)

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 26, 1967
Salem, Oregon

To: Mr. F. B. Klaboe
Asst. State Highway Engineer
BUILDING

SUBJECT: Goshen-Cottage Grove
Contract No. 6836
Request for Time Extension

Wildish Construction Company, contractor on this project, has submitted a lengthy request for an extension of time to eliminate all liquidated damages. This project had a dual completion requirement and the liquidated damages that accrued are all on the second phase which required overall project completion in 380 calendar days. Forty-nine days in excess of this were used amounting to $9,800 in damages. The 13 reasons discussed by the contractor are summarized on an attached sheet. Six of the reasons are primarily related to the first phase which was actually completed within the time allowed and, therefore, these six reasons are valid only to the extent that they may have delayed subsequent work for completion of the overall project. Five of the reasons are based on quantity overruns.

We have prepared the attached progress charts showing the major items. The Division also made a detailed study of all work done on the project after June 5, 1967, (the 380 days allowed elapsed on June 29). This study does bring out the fact that the three items which occupied the most time during the 49 days of liquidated damages after June 29, were all items that had either increased substantially in quantity or involved added work covered by price agreements. These were:

| | |
|---|---|
| Guard rail changes (Price Agreements 9 & 11 & EWO 9-$21,997) | 29 days |
| Slope paving added (Price Agreements 19 & 20-$11,112) | 17 days |
| Seeding & Mulching (Seeding overrun 39.9%, mulching overrun 40.9%) | 23 days |

Paving was performed concurrent with these items on 15 of the overrun days and the A.C. paving item actually underran 3.3%. Bituminous base underran 16.7%. The three items listed above should not have influenced the paving.

Other extra work performed after June 29, included Price Agreement 21 on 8 days (6 of them concurrent with paving but all of them concurrent with guard rail work mentioned above,) modifying deck drains and raising catch basins, and some minor signing changes on Price Agreement 24.

RECEIVED
MAR 26 1968
OFFICE OF
STATE HIGHWAY ENGINEER

Grading outside the interchange area was done on an equipment rental basis and these items also overran heavily. This work was mostly done the first season but overruns of from 93.6% to 1585% occurred on the 6 hourly rate items, plus Price Agreements 1 and 2, with a composite overrun of 298%. These items were only 1.7% of the original contract amount but are 6.9% of the actual amount. A closer study of the June 7 to September 24, 1966 period (when most of this work was done) has been made. During this time the other effort was concentrated in the Goshen Interchange area and the stage construction there. The contractor seems to have had grading equipment capacity to work in both areas concurrently. We note that the completion requirement of June 29 allowed little grading or paving time in 1967. In this situation, the very substantial rental overrun, amounting to several weeks during prime time in 1966, must have delayed other work on unit items, such as rock and paving that had to be done later in the same area.

The excess time (after June 29) involving the guard rail, slope paving and seeding and mulching amounts to 34 calendar days.

In addition to the above, two days are recommended for delay in moving a power pole in the "I" line which delayed paving there. This was recommended by the resident engineer and the Division. These two days will have to be nonparticipating as the Bureau of Public Roads excluded time extension for utility delay in their PS& E approval.

The remaining 13 calendar days of liquidated damages is less than 2 weeks time. The 298% overrun of hourly rental, extending over several weeks in the summer of 1966 justify extension for this 13 days. The project was completed August 17, 1967.

We recommend an extension of 49 days, amounting to $9,800 which therefore will eliminate all liquidated damages.

F. D. Morgan
Construction Engineer

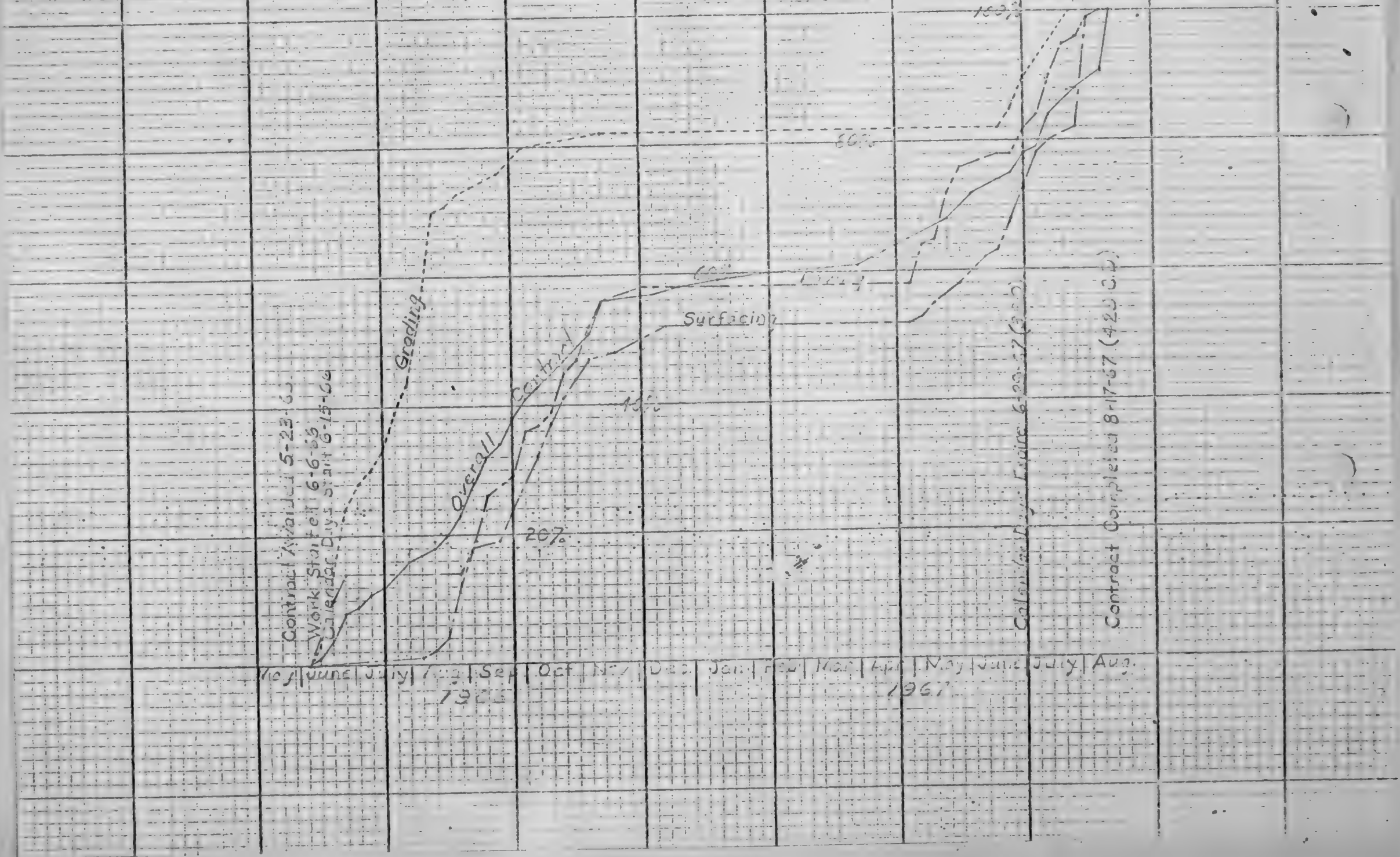
By:
John A. Bond
Staff Assistant

JAB:ss
Enclosures
cc: L. H. Young

# GOSHEN - COTTAGE GROVE SECTION
## PACIFIC HIGHWAY

Contract 6836 Project I 5-3(50)175

Progress Chart



# WILDISH CONSTRUCTION CO.

EXCAVATING and SAND & GRAVEL

PHONE 746-2571
P.O. BOX 1106
EUGENE, OREGON - 97401


November 30, 1967

H. E. Mayfield
Resident Engineer
Oregon State Highway Dept.
2141 East 15th Street
Eugene, Oregon 97403

Ref: Oregon State Highway Dept. Contract #6836
Goshen-Cottage Grove Freeway
Time Extension Request

Dear Sir:

The final weekly statement of calendar day charges on reference project shows an excess of 49 days used for this job. We, therefore, request your consideration of a time extension based on increase of work quantities and various other causes of delay beyond the control of the Contractor.

1. The $L^{we}$ line was delayed for several weeks waiting for the power company to move it's utility and finally it had to be built around them. Ref: Revision Letter No. 2.

2. The ground conditions on the $W^{s}$, $L^{we}$ and $L^{s2}$ lines were such that equipment could not work and attain a specification grade until a month or six weeks later than was expected. Even then considerable over excavation had to take place and imported material used to obtain a satisfactory job.

3. Revision of plans calling for a 2 to 1 slope instead of the designed 1½ to 1 on the large rock face. This amounted to an increase in rock excavation of 24,556 cu. yd. thereby delaying the $L^{s2}$ bridge opening for about 14 days.

4. The "I" Line which was scheduled to be paved in the early part of the job, was delayed because of the power poles not being moved. As a consequence the paving was done at the end and caused a 2 or 3 day hold up on all paving.

5. The power company's lines interferred with the bridge contractor and delayed his operation when he actually came in contact with them after

they should have been out of the way.

6. Three day delay in getting traffic onto $W^e$ line and detour for south bound freeway because of Signing and Stripping of roadway.

7. Five day delay on setting bridge beams on $L^{s2}$ struture because of inadequate overhead clearance. This called for a detour on the new $W^s$ alignment in that area to be built, paved and striped.

8. The $W^w$ line which was completed in the first unit was non-the-less delayed by the telephone company being late in moving their lines. Most of the grading had to be done working around their utility poles.

9. The landscaped area's at the interchange were changed due to the revised slopes along all the lines. This increased the area to be graded as well as more than doubled the required top soil to be imported and graded. These area's were increased by about 50% for seeding and mulching. +4

10. The grading work South of Station 22+00 on the $L^s$ line was done on an equipment rental basis. The gross bid amount was $24,041.50. The actual amount was almost 4 times this quantity. The available equipment for the job had to be on call at all times for this portion of the work, over a period of about 4 times the scheduled amount. The last item of work done on this grading portion was completed July 27, which was about a month after the nominal completion date. Work under other contract items such as stone base and asphalt were done after the grading was finished. The combination of increase in volume plus the wet condition of the ground and equipment dispersment caused a considerable demand for extra time. The original based 1,000.00 /work day would have called for about 35 calendar days and on the same basis about 125 calendar days were required.

11. A price agreement was negotiated to increase the slope paving under the two structures on the $L^{s2}$ and $L^n$ line. This increase tripled the original amount and delayed the clean up operation as well as occupying equipment for an extended time. This paving began as early as possible and required a full month after the slopes were filled and fine graded. This operation was finished and ready for clean up and final paving on July 27, 1967.

12. There were extra guard rail extensions and alterations at bridge ends, as well as short sections placed at sign locations. These were revised after the shoulders were complete on the alignment from 22+00 South. This change demanded three extra grading trips the full lenght of the

job to spot in rock for extra widening at the end flares. These short spots all required a little stone base which should have been applied with the regular shoulder rock application.

The rigid traffic control requirements made every line interdependent on every other line and operation. These miscellaneous items not only affected the time requirement on the individual area involved but on several other area's as well.

13. Basing the job overrun on a dollar-day relationship it analizes as follows:

| | |
|---|---|
| Total amount of Bid -- Gross Quantities | $1,396,375.45 |
| Total overrun on items exceeding Gross | 107,595.16 |
| Total price agreement items | 49,481.26 |

Volume of work per calendar day -- $3,675.00 based on Gross quantities and allowable calendar days. Extra work above would require an additional 42 days.

If the above were based on net quantities which are normally expected, the additional day requirement would be 52 days.
The underrun items were disregarded.
Extra work orders were disgegarded.
It is apparent that the work quantities which were increased have a low dollar-day relationship which tended more than ever to slow the project and over which the contractors had little or no control.

The above items have been listed to substantiate our request for the 49 days needed to avoid liquidated damages. We are aware that more time than this could reasonably be requested in view of the circumstances but only this amount is necessary.

Respectfully,

Norman E. Wildish
WILDISH CONSTRUCTION COMPANY

NEW/ms

RECEIVED
MAY 20 1968
FOR FILING

I-5-3(60)175

6Y36

May 20, 1968

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A post-final payment for $9,800 will be made to Wildish Construction Company on Contract No. 6836 for grading, paving, structures, signing, and illumination on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, as soon as the warrant is prepared.

The total amount paid on this contract will be $1,465,214.00 including the post-final payment. Of the total $21,838.66 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Wildish Construction Company
P. O. Box 1106
Eugene, Oregon 97401

C. H. Maison
Attn: John Herr

RECEIVED
MAY 17 1968

I-5-3(10)147
6436

May 16, 1968

Oregon State Highway Commission

Request for Extension of Time
No. 2
May 29, 1968 meeting

Gentlemen:

Wildish Construction Company, contractor on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, Contract No. 6836, has requested an increase of 49 calendar days. The contractor's request is based on utility delays, plan changes, increases in contract quantities, and work added to the contract.

This contract was established with a dual completion time and all of the work covered by the early completion time limit was performed within the time allowed.

Some plan changes were made which did delay the completion of the entire project, involving guardrail, slope paving, and seeding and mulching. There was also a substantial overrun of the hourly rental items. This was related to a plan change to provide flatter slopes in accordance with latest safety efforts.

There was one utility delay involving a power pole during the second phase work which justifies a nonparticipating extension of two calendar days. The balance of the recommended extension has the concurrence of the Bureau of Public Roads.

The project was completed August 17, 1967. I recommend that the calendar days be increased by 49. This will eliminate all liquidated damages.

On May 10, Mr. Jackson verbally approved the time extension requested. It will be on the agenda for your confirmation at the May 29 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
C. T. Keasey

JAB:ss jko

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6836 Contractor Wildish Construction Co.

Highway Pacific

Section Goshen - Cottage Grove

Kind of Work Grading, Paving, Structures, Signing, Illumination

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

Plans changes which involved overruns of bid items and work added to the contract, plus a utility delay, justify an increase of 49 calendar days.

Recommended for Approval:

John Chuffo
Division Engineer

John A. Bond
For Construction Engineer or Bridge Engineer

B B Kloberdanz
Assistant State Highway Engineer

State Printing 37000

| | |
|---|---|
| Contract No. | 6836 |
| Project designation | I-5-3(60)175 State-Federal |
| Date awarded | 5-23-66 |
| Work started | 6-6-66 |
| Per cent completed | 100% 8-17-67 Date |
| No. of ~~Workdays~~ Calendar Days Allowed | 150 and 380 |
| No. of ~~Workdays~~ Calendar Days Used | 149 and 429 |
| No. of Added ~~Workdays~~ Calendar days Requested | 49 |

E—320 (Rev.)—5M—8-60

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

Date November 30, 1967

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar days from 380 days to 429 days, within which to complete our Contract No. 6836, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached letter.

Respectfully submitted,

WILDISH CONSTRUCTION COMPANY
Contractor

By H. E. Wildish

---

## CONSENT OF SURETY

Date December 1, 1967

We, United Pacific Insurance Company

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Darwin K. Allison
Attorney-in-fact

(SEAL)

Darwin K. Allison
Resident Agent

RECEIVED
MAY 14 1968

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

FILED
MAY 9 1968
CLAY MYERS
SECRETARY OF STATE

I-5-3(60)17
6 1 : 4 Claim File #4383

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 9, 1968

RECEIVED
MAY 9 11 40 AM '68
CLAY MYERS
SECRETARY OF STATE

Mr. Ronald M. Somers
Attorney at Law
106 E. Fourth Street
The Dalles, Oregon 97058

NOTED ON CARD
wh

Dear Mr. Somers:

This is in reply to your claim letter of May 6 informing us that Wildish Construction Company owes Westbar Company $2,273.07.

This appears to be for guardrail and fencing on the Wildish Construction Company Contract No. 6836 for grading, paving, structures, signing and illumination on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County.

The United Pacific Insurance Company through Allison & DeBar Insurance, 119 E. 10th Avenue, Eugene, furnished the performance bond on this contract. We will notify them of the receipt of your claim, and we will also forward it to the Secretary of State for filing.

Please notify this office when the Westbar Company's claim is satisfied.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc United Pacific Insurance Company
Allison and DeBar Insurance
Wildish Construction Company
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

RECEIVED
MAY 13 1968
OREGON
STATE HIGHWAY COMMISSION

RONALD M. SOMERS
ATTORNEY AT LAW
106 E. FOURTH STREET
THE DALLES, OREGON
97058

P. O. BOX 618
PHONE 296-2181

May 6, 1968

CERTIFIED MAIL - RETURN
RECEIPT REQUESTED

Oregon State Highway Commission
State of Oregon
Salem, Oregon

ATTENTION: Mr. Floyd Query

RE: Oregon State Highway
Contract No. 6836
Subcontract with Wildish
Construction Company re
Guard Rails and Fencing

Gentlemen:

Please be advised that I represent Westbar Company, and I have been advised by this company there is the sum of $2,273.07 owed Westbar as a result of the work completed and accepted by the State Highway Commission under that certain State Highway Contract No. 6836.

Please regard this statement as a claim against the bond and retained percentage coming to Wildish Company. There is no apparent reason for the failure of the company to pay this sum to my client.

Thank you for giving this matter your kind attention.

Very truly yours,

Ronald M. Somers

RMS:FL

cc: Westbar Company
204 Webber Road
The Dalles, Oregon 97058

cc: Mr. Norm Wildish
Wildish Construction Co.
P. O. Box 1106
Eugene, Oregon 97401

cc: Oregon State Highway Commission
State of Oregon
ATTENTION: Mr. John Bond
Salem, Oregon

RECEIVED
MAY 9 1968
OREGON

RECEIVED
MAR 27 1968
FOR FILE
I 5-3(60)175
68-6

March 27, 1968

Mr. R. E. Simpson
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Request for Time Extension, Goshen-Cottage Grove, Pacific Highway
Project I-5-3(60)175

We have received from Wildish Construction Company, contractor on this project, a request for an increase of 49 calendar days. The contractor's request involves 13 items which are summarized on an attached sheet. Six of the contractor's reasons are primarily concerned with the first phase work which was completed within the time allowed and would be valid reasons for an extension of the second phase only if they delayed subsequent work. Five of the reasons are based on quantity overruns.

The attached progress chart shows the major items which were being performed after the specified calendar days expired. This chart shows that three items occupied most of the time involved and these three items either increased substantially in quantity over the contract amount or involved work covered by price agreement and extra work order. These three items were guardrail, slope paving, and seeding and mulching.

The guardrail changes were covered by Price Agreements 9 and 11 and Extra Work Order 9, and the work was performed on 29 days following the expiration of the allotted calendar days. The additional slope paving was covered by Price Agreements 19 and 20, and was performed on 17 days following the expiration of the allotted calendar days. Seeding and mulching overran the contract amount by 40 percent and this work was performed on 23 of the aforementioned

days. During this 49-day period, contract paving was performed concurrently with these and other items on 15 days. The A.C. paving actually underran 3.3 percent and the bituminous base underran 16.7 percent. The three items did not appreciably affect the paving work. There was other extra work performed after June 29, involving modification of deck drains, raising catch basins and minor signing changes but all of this work was concurrent with the guardrail work covered above. We believe that the extra work and overruns mentioned above justify an extension of 34 calendar days. This does not allow the contractor any extension for those days on which he was performing regular contract paving work.

Grading outside the interchange area was done on an equipment rental basis and these items overran heavily. This overrun was caused by a plan change to flatten the slopes in accordance with the latest safety standards. The overruns varied from 93.6 percent to 1,585 percent on the 6 hourly rate items plus Price Agreements 1 and 2. The composite overrun on equipment rental items was 298 percent. Most of the rental work was done between June 7 and September 24, 1966, during the first season. During this period, the contractor's other efforts were concentrated in the Goshen Interchange area. The contractor had the grading equipment capacity to work in both areas concurrently. The specified calendar days allowed little grading or paving time in 1967. Therefore, the very substantial rental overrun amounting to several weeks during prime construction time in 1966 must have delayed other work on unit items such as rock and paving which had to be done later in the same area. We believe this extensive overrun in hourly rental items justifies an extension of more than 13 calendar days.

There was a power pole in the "I" line which delayed the contractor's paving work and we believe an extension of 2 calendar days is justified. In your P.S. & E. letter it was indicated that extensions for utility delays would have to be nonparticipating.

This project was completed August 17, 1967. It is our recommendation that the calendar days be increased by 49 and your concurrence in 47 of these days is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
C. H. Maison
F. D. Morgan
L. H. Young
C. T. Keasey

DES:nn srb
Encs.

Form E40x

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET
SHEET ..... OF ..... SHEETS

GOSHEN-COTTAGE GROVE
CONTRACT #6836
Job Progress 6/30 to 8/17/1967

SP•F54

| Date | Grading Interch. | Equip. Rental Grading | P.M.S.B. &3/4"-0 | Finish & Cleanup | Top Soil | Seed & Mulch | PA 19 & 20 | PA 21 | Guard Rail | Dr. | Str. | Sign & Illum. | Paving |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6-30-67 | | | X | | | | X | | X | X | | X | |
| 7-1 | | | | | | | | | | | | | |
| 7-2 | | | | | | | | | | | | | |
| 7-3 | | | | | | | X | | | | | X | |
| 7-4 | | | | | | | | | | | | | |
| 7-5 | | X | X | X | X | | X | | X | X | | X | |
| 7-6 | X | | X | | X | | X | X | X | X | | X | X |
| 7-7 | X | | | | X | | X | X | X | | | X | X |
| 7-8 | | | | | | | | | | | | | |
| 7-9 | | | | | | | | | | | | | |
| 7-10 | X | X | X | | X | | X | X | X | | | | X |
| 7-11 | | | | | X | | X | X | X | | | | X |
| 7-12 | | | X | X | X | X | X | | Fence | | | X | X |
| 7-13 | | | X | | X | X | X | | X | | | | X |
| 7-14 | | | X | | X | X | X | | X | | | | X |
| 7-15 | | | | | | | | | | | | | |
| 7-16 | | | | | | | | | | | | | |
| 7-17 | | X | | | X | X | X | | X | | | | X |
| 7-18 | | X | X | | | X | X | | X | | | X | X |
| 7-19 | | X | X | X | | X | X | | X | | | | X |
| 7-20 | | X | | X | | X | X | | X | | | X | X |
| 7-21 | | X | | X | | X | X | | X | | | X | X |
| 7-22 | | | | | | | | | | | | | |
| 7-23 | | | | | | | | | | | | | |
| 7-24 | | | X | X | | X | X | | X | | | X | X |
| 7-25 | | | | X | | X | X | X | X | | X | X | |
| 7-26 | | X | | X | | X | | X | X | | X | X | X |
| 7-27 | | | | X | X | | | X | X | X | X | X | |
| 7-28 | | | X | X | X | X | | | X | | | X | |
| 7-29 | | | | | | | | | | | | | |
| 7-30 | | | | | | | | | | | | | |
| 7-31 | | | X | X | X | X | | | X | | | X | |
| 8-1 | | | | X | | X | | | X | | | X | |
| 8-2 | | | | X | | X | | X | X | | | X | X |
| 8-3 | | | | X | | X | | | X | | | X | |
| 8-4 | | | | X | | X | | | X | | | X | |
| 8-5 | | | | | | | | | | | | | |
| 8-6 | | | | | | X | | | | | | | |
| 8-7 | | | | X | | X | | | X | X | | | |
| 8-8 | | | | X | | X | | | X | | | X | |
| 8-9 | | | X | X | | X | | | G.Posts | | | | |
| 8-10 | | | | X | | X | | | X | | | | |
| 8-11 | | | | X | | X | | | X | | | | |
| 8-12 | | | | X | | | | | | | | | |
| 8-13 | | | | | | | | | | | | | |
| 8-14 | | | | X | | X | | | Fence-G.Posts | | | | |
| 8-15 | | | | | | X | | | " " " | | | | |
| 8-16 | | | | X | | | | | | | | | |
| 8-17 | Completion Date | | | X | | | | | X | | | | |

2-23-68

**Goshen-Cottage Grove Cont. 68**
**Summary of Contractor's Request for Time Extension**

1. Several weeks delay on $L^{we}$ line waiting for power company to move poles. (Poles in contour area. Delay in State-acquired easement for relocation.)

2. Subgrade Stabilization on $W^{e}$, $L^{we}$ and $L^{s2}$ lines. (selected material used in '67. No delay in '66)

3.* Slope revision to 2:1 on $L^{7}$ line increasing rock exc. 24,556 c.y. & delaying $LS^{2}$ bridge opening. (Not correct - Built as per typical section but plan quantity low because based on 1 1/2:1 contractor wanted the extra material. $L^{s2}$ completed on 1st unit anyway.)

4.* Delay paving "I" line 2-3 days because power pole not moved (on early unit).

5.* Overhead power line restricted clearance delayed bridge contracter. (Hit a line while moving crane). (Was on early unit)

6.* Signing & Striping delay of traffic shift - 3 days on $W^{e}$ southbound. (probably refers to '66 work on early unit-finished within time).

7.* 5 day delay on $L^{s2}$ structure beam placement due to restricted overhead power clearance. (not substantiated-on early unit anyway)

8.* $W^{w}$ line delay by telephone company lines (early unit completed on time.)

9.**Increase in grading & seeding area from slope changes at interchange. (landscape areas here not changed much. other areas caused overrun)

10.**Overrun in s-bound grading equipment rental (most of this done in '66-substantial overrun in some rental items.)

11.**Extra slope paving at interchange (increased by P.A. 19 & 20. $9,199 was other concurrent work)

12.** Guard rail change and additions and related widening. (safety changes by P.A. 9 & 11. E.W.O.9-(on bridges-dated 12-21-66). Partly offset by other deletions from planned rail work)

13.**Money overrun to substantiate above reasons by time-money relationship. (disregards the underrun items. Actually of the first 66 bid items, which excludes sign & structure work, 37 underran, 21 overran, and 8 were the same. The net over-all change from contract amount, including all added orders except flagging, was a 4.25% overrun)

---

Contract time: 150 cal. days for all work on southbound interchange structure and connecting grade and the Willamette Hwy. westbound conn.
380 cal. days for entire project.
Actual completion = 149 days on early unit, 429 on entire project=49 days liqu. damages @ $200 = $9,800

* Reason is most related to early unit. ** Reason is based on an overrun.

RECEIVED

Form FH-127 (4-67)

UNITED STATES GOVERNMENT

FROM Memorandum

I-5-3(60)175

61.56

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301
DATE: January 26, 1968

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer, by G. R. Brooks, District Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175, Goshen - Cottage Grove Section
Pacific Power & Light Company Utility Adjustment

Our September 12, 1966 memorandum authorized you to proceed with the adjustments for the subject utility at the Cresswell Interchange (station 300) which at that time included only minor pole shifts with the basic pole alignment retained. Later, our May 12, 1967 letter approved acquisition of the necessary right of way for a relocation outside the right of way to eliminate these lines from the Interstate right of way. Then on August 22, 1967 you were authorized to proceed with the adjustment to which we agreed because of the added safety provisions. Subsequently you verbally advised us of the difficulties in obtaining the right of way through private property, and we accompanied you on a field review of the problem. We agreed that it was possible to relocate the line in question within the right of way but outside the access control. Therefore Mr. Litchfield's January 19, 1968 letter now requests our concurrence of the company's sketch and estimate.

We therefore approve the agreement, as evidenced by previous correspondence, and the subject utility's letter dated January 4, 1968, as well as the plans and estimate transmitted with Mr. Litchfield's letter dated January 19, 1968. Reimbursement on an actual cost basis estimated to be $13,050 is approved, with the understanding that certain minor ineligible items mentioned in Mr. Holcomb's January 11, 1968 memorandum will be deleted. The amended permit No. X11372, covering this adjustment, is being currently approved by this office.

Our program memorandum dated March 6, 1964 authorized you to proceed with preparatory work for all utility adjustments to be included in the construction phase of the subject project, effective on that date. You were verbally authorized to proceed with actual adjustments for the above-mentioned utility effective January 23, 1968. Approval and participation for the eligible portion of the work is subject to the provisions of PPM 30-4 dated October 15, 1966 and supplements thereto.

REFERRED TO
[illegible] STATE HWY. ENGR
1-30-68

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JAN 9 - 1968

I-5-3(60)175
6836

January 8, 1968

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 6836 awarded to Wildish Construction Company for grading, paving, structures, signing, and illumination on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County was completed on August 17, 1967, and accepted by the Highway Commission on January 5, 1968.

Final payment in the amount of $42,958.01 will be released to the contractor after January 15, 1968. The total contract amount is $1,455,414.00 including $21,838.66 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

flm

cc Wildish Construction Company
P. O. Box 1106
Eugene, Oregon 97401

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
JAN 8 - 1968
FHWA Files
I-5-3(60)175
6836

January 5, 1968

Oregon State Highway Commission

Gentlemen:

Work was completed August 17, 1967 on Contract 6836. The contract was with Wildish Construction Company and was for paving, grading, structures, signing and illumination on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 5, 1968, and that you concur in this procedure at the Commission meeting on January 23.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
L. R. Chandler

srb jes

RECEIVED

UNITED STATES GOVERNMENT

FOR Memorandum

I-5-3(60)175

TO : Mr. Forrest Cooper, State Highway Engineer
6826 Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
477 Cottage Street, NE
Salem, Oregon 97301

DATE: January 2, 1968

In reply refer to: 08-35.2-A

By: G. R. Brooks
G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section, Pacific Highway
State Force Order No. 9
Total amount of the Order: $14,126.06
Federal participation: $12,713.45

Reference is made to your letter dated November 28, 1967 concerning subject order for furnishing sign bridges for installation on subject project at Stations SE 58+50 and WW 84+30.

These sign bridges were deleted from a previous Federal-aid project and purchased and stockpiled by the State in Salem. Under the provisions of PPM's 21-6.2 and 21-6.3 it is considered in the public interest to make satisfactory use of these materials by furnishing them for use on this project and the order is approved effective November 8, 1967 as requested.

Reimbursement is to be made on the lump sum basis of $14,126.06 with Federal participation of $12,713.45.

Attachment

1-5-68

REFERRED TO [illegible] NOTED
F. B. KLABOE
Asst. State Hwy. Engr.

RECEIVED
JAN 3 - 1968
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form A-106—8M

STATE COPY

Contingent upon modification of project agreement if additional funds are req...

OREGON STATE HIGHWAY DEPARTMENT

NOV 8 1967

Date ..... 19.. By ..... Title Dist. Engineer
U.S. Bureau of Public Roads

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 9

Project Name Goshen-Cottage Grove Date November 2, 19 67

Highway Pacific Contract No. 6836 F. A. Project No. I-5-3(60)175

County Lane Prefix 620-1026 Account No. 210-09

Description of Work To Be Done:

Furnish 2 sign bridges as per request for Transfer of Cost Distribution dated April 6, 1967, from Ellis H. Jones.

Location by Station Numbers:

Installed at Sta. s $W^w$ 84+30 and $W^e$ 58+50

Estimate of Quantities and Costs:

| | | |
|---|---|---|
| 1 - 74' - 0" | Sign Bridge | $ 6,713.88 |
| 1 - 70' - 0" | Sign Bridge | 7,412.18 |
| | Total | $14,126.06 |

Explanation:
This was salvaged from a previous job, revised and installed on this project. This order is to establish a charge for accounting purposes.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $1,758,163.00 | |
| Present estimate of project cost, including $14,126.06 for work under this order | $1,712,738.87 | |
| Expected under-run (amount) | $45,424.13 | |
| Expected under-run (per cent) | 2.6% | |

Submitted by: /s/ H.E. Mayfield, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ John Quiner II Ass't. Division Engineer

Approved: /s/ L. H. Young ~~Bridge Engineer~~ Office Engineer.

State Printing

RECEIVED
NOV 10 1967
FOR FILING

I-5-3(66) 75
6836
2068

November 23, 1967

Mr. A. F. Parsons
Division Engineer
Bureau of Public Lands
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Survey report on the Inspection-in-Depth of Asphalt Concrete Pavement Contracts 1,67

The items as noted in your report of the Inspection-in-Depth on Asphalt Concrete Pave[illegible] of October 7 have been reviewed. Following are our [illegible] concerning each item:

Item No. 1 - Straightedge measurements are not recorded.

It is correct that in the past we have not required the recording of data obtained from straightedge checks in determination of [illegible]. Since the straightedge is [illegible] as an inspection aid, when measured checks daily to determine whether required smoothness is being obtained, we do not believe it is necessary to make a record of each test. For project record purposes we do think it is in order for the inspector to note in his work diary that the smoothness checks have been made. It may in some cases be necessary to make a note on the report which would include measurements in areas where noncompliance is found.

This matter has already been discussed with our division asphalt people and will be a topic of discussion at this winter's instructional classes.

Item No. 2 - Substantiation of asphalt quantities.

This item has been given considerable attention this past season. Instructions by letter were sent [illegible] to our

field people concerning the necessity to determine the quantities of asphalt delivered to and used at the project. This will also be a topic of discussion at this winter's instructional classes.

The I-5-3(CO)175 project (Goshen-Cottage Grove Section) which you mention in the report is a commercial plant.

At some commercial plant operations it is impractical to use the method of substantiation of delivered asphalt quantities as part of the determination of the amount of asphalt used on a given State project. Asphalt from any delivery may be used on State and other projects as well. In these cases, it is considered more feasible to determine the amount of asphalt used by some suitable means which involves the amount of asphalt concrete mix used on the State project only. This may be by a calculated percentage, gauging of tanks, metering or some other similar agreed method.

Item No. 3 - Pickup of Asphalt Coated Fines by the Pneumatic Rollers.

Pickup of fines by rubber-tired rollers is generally caused by a wide variance of temperature between the asphalt concrete mix and the rubber tires. Therefore, placing a skirt around the roller aids to keep the rubber tires at a warmer temperature in cases of wind and cool weather. Pickup of asphalt coated fines by these rollers has become only a minor problem since the reason for pickup has become generally known. In most cases, there is no reluctance on the part of the contractor to install skirts when needed. This also will be added as a topic of discussion for our classes.

Item No. 4 - Development of a Satisfactory Method of Checking Tire Pressures on Rollers.

Our present specifications call for minimum requirements of tire pressures on rubber rollers and our field personnel have been assigned the task of enforcement. We know of no major problems regarding this matter, but will continue to keep our field people alert to see that the specified pressures are met.

Very truly yours,

Forrest Cooper
State Highway Engineer

F. D. Morgan
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. H. Young

JHW:fw srb

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: November 7, 1967

In reply refer to: 08-35-DB/439

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : G. R. Brooks, Assistant Division Engineer
Salem, Oregon

RECEIVED
NOV 1 - 1967
CONSTRUCTION
DIVISION

Morgan
Docker
Barbee
Walker
Swan
Trout
Scott
Wills
Litchfield
Olsen

SUBJECT: Summary of Statewide Inspection-in-Depth of Asphalt Concrete Pavement - 1967 - 35-67-EID (1S)20

We have completed our Statewide inspections-in-depth on the Asphalt Concrete Pavement phase of highway construction.

Our area engineers have inspected four projects in this phase. They were the following:

Burnside - Big Creek Section, F-135(7)
Goshen - Cottage Grove Section, I-5-3(60)175
Harney County Line - Hogback Summit Section, FLH-1(5)
Morrow County Line - Stanfield Junction Section, I-80N-5(21)176

Individual project deficiencies have been discussed with your personnel and you have been furnished with copies of the reports for each project.

Our review indicates the following items are either repetitive or of sufficient importance to merit some consideration for future projects.

1. On all four inspections-in-depth project personnel stated that straightedge measurements of the pavement were being taken to assure compliance with the contract provisions. However, no record of these measurements was being maintained.

We feel that instructions should be issued to the field regarding the permanent recording of straightedging data. This could be in the form of a daily statement by the paving inspector denoting the location where straightedging was done and that the results were in compliance with contract provisions. This would involve no additional "paper work," but would provide documentary evidence of the attainment of the required surface smoothness. We ask your consideration of this and invite your comments.

2. Shortly after our inspection of project FLH-1(5), you issued instructions to the field regarding substantiation of asphalt quantities (OSHD Inter-department correspondence, June 13, 1967). Those instructions

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

stated that some type of a receiving record, in which volume received is measured by weighing in, gauging of the tanks, metering or other suitable methods, was in order.

Our subsequent inspection of project I-5-3(60)175 on July 12, 1967 indicated that these instructions had not yet been incorporated as a standard project procedure. However, our inspection of project F-135(7) on July 26, 1967, did bring out the fact that all asphalt trucks were being weighed to verify the asphalt quantity used.

3. On project F-135(7) it was noted that the rubber-tired breakdown roller was picking up asphalt-coated fines of the mix and their accumulation would then drop to the roadway further along the line. When rolled by a steel-wheeled finishing roller, small slick spots would be imbedded in the surface. This pickup was felt to be due to cooling of the tires in the wind. This situation was also found prevalent on other State projects not included in our inspections-in-depth, when paving under similar weather conditions.

We believe it would be beneficial to enclose the roller wheels with some sort of protective covering such as a shroud afixed to the roller when paving in cool weather. This will help keep the tires hot and reduce, if not eliminate, pickup of the asphalt-coated fines. This was discussed with field personnel in each case observed and local agreement reached and corrective action promised.

4. A satisfactory method of checking tire pressures on rollers and pavers should be developed where appropriate to the equipment in use.

5. In regard to our other findings, remedial action was taken in the field at the time of the inspection.

For a record of all items noted on he individual projects, refer to the inspection-in-depth reports of each project.

We would particularly appreciate your consideration of items 1 and 2 above and welcome your comments concerning them.

I-5-3(60)175
6836

FORM E-1 REV 12-64

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Goshen - Cottage Grove | | WEEK ENDING: November 4, 1967 |
| HIGHWAY: Pacific | | SECTION PREFIX: 620-1026 |
| | | COUNTY: Lane |
| NAME OF JOB: Goshen - Cottage Grove | KIND OF WORK: Grading, Paving, Structures, Signing, Illumination | |
| CONTRACTOR: Wildish Construction Company | CONTRACT NUMBER: 6836 | FEDERAL AID PROJECT NUMBER: I-5-3(60)175 |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 6, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 150 & 380 | CALENDAR DAYS USED 149 & 429 |
| PROJECT AUTHORIZATION: $1,758,163.00 | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 99% & 113% |
| EXCLUSIVE OF ENGINEERING: $1,600,875.11 | ENGINEERING AUTHORIZATION $157,287.89 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100% |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $1,593,163.00 | ENGINEERING COST TO DATE $164,944.38 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100% |
| ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 0.48 % | PERCENT OF AUTHORIZATION 104.9 % | DATE PROJECT WAS COMPLETED: August 17, 1967 |

The Semi-Final Estimate was submitted on November 3, 1967

ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| 100% | 100% | 100% | 100% | 100% | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 14.27 | 14.27 | | | 14.27 |
| MILES PARTIALLY COMPLETED | " | " | | | " |
| MILES COMPLETED | " | " | | | " |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 164,400 CYs | 176,100 Tons | | | 82,100 Tons |
| TOTAL QUANTITIES CORRECTED TO DATE | 180,382 Cys | 144,880 Tons | | | 78,175 Tons |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 180,382 Cys | 144,880 Tons | | | 78,175 Tons |
| AVERAGE DAILY QUANTITIES | 0 | 0 | | | 0 |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | ---------- | ---------- | | | ---------- |
| NUMBER OF SHIFTS PER DAY | 0 | 0 | | | 0 |
| HOURS PER SHIFT | 0 | 0 | | | 0 |

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | 7732A | 7732B | 7740C | 7738D | RCBC's | Signing | Illum. | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | 100% | 100% | 100% | 100% | 100% | 100% | 100% | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Clearing | | | |
| MONDAY | Partly Cloudy | | | |
| TUESDAY | Fair | | | This will be the last weekly report on |
| WEDNESDAY | Rain AM<br>Par. Cloudy PM | | | this project. |
| THURSDAY | Partly Cloudy | | | |
| FRIDAY | Partly Cloudy | | | |
| SATURDAY | | | | |

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY<br>10-29-67 | |
| MONDAY<br>10-30-67 | Three men in the office working on the semi-final estimate. |
| TUESDAY<br>10-31-67 | Five men in the office working on the semi-final estimate. |
| WEDNESDAY<br>11-1-67 | Five men in the office working on the semi-final estimate and other office work. |
| THURSDAY<br>11-2-67 | Five men in the office working on the semi-final estimate. |
| FRIDAY<br>11-3-67 | The semi-final estimate was finished and sent to Roseburg.<br>This will be the last weekly report. |
| SATURDAY<br>11-4-67 | |

**REMARKS**

This is the final Weekly Report for this Project.

SIGNED H. E. Mayfield LOCATION Eugene, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

| | | |
|---|---|---|
| Monthly transaction number<br>11-34 | FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State<br>Oregon |
| Project-report number<br>13 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | County<br>Lane |
| Modification number<br>2 F 6836 | (PPM 21-7)<br>11-2-67 | Project number<br>I-5-3(60)175 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 24, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 1,594,405 | $ 1,736,089 |
| Federal funds | $ 1,470,780.00 | $ 1,601,480.00 |
| Other revisions | | |

This modification is made for the following reasons:

**Estimate revised to include increase in bid quantities, approved price agreements and increase in cost of work by PP&L.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 2 day of November, 19 67.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By F K Loba

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By L. R. Backlund
(Division Engineer)

L. R. Backlund, Admin. Manager

US COMM-DC 26364-P65

Oregon State Highway Department

/dural-414
rroject No. I-5-3(60)175

COOS BAY-COTTAGE GROVE SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Revised estimate as a basis for notification of project agreement. Revised to include increase in bid quantities, approved price agreements and increase in cost of work by P.F. & L.)

Salem, Oregon, October 20, 1967

Type Code (20)1
Roadway (Sta. 13 Plus. 384+69.48 Abrv Eq. 388+27.94 = 45+56.00 Abrv Eq. 89+06.20 = 19+92.94 to Sta. 721+70.00)(Contract 6836)

| | | | |
|---|---|---|---|
| Subtotal on estimate dated June 8, 1966 | | | $1,263,976.77 |
| Previous Estimates | | | |
| Furnishing and Placing Topsoil | 7,800 cu.yd. | 3.00 | $23,400.00 |
| Scraper | 34 hour | 33.50 | 1,139.00 |
| Blade, Grader and Scarifier | 210 hour | 19.00 | 3,990.00 |
| Front End Loader | 180 hour | 24.75 | 4,455.00 |
| Dump Trucks | 620 hour | 13.75 | 8,525.00 |
| Laborers | 210 hour | 6.25 | 1,312.50 |
| | | | $42,821.90 |
| Utilities | | | |
| Work by Pacific Power & Light | All Required | | $33,865.57 |
| | | | $76,687.47 |
| Revised Estimate | | | |
| Furnishing and Placing Topsoil | 16,301.4 cu.yd. | 3.00 | $48,904.20 |
| Scraper | 573 hour | 33.50 | 19,195.50 |
| Blade, Grader and Scarifier | 682 hour | 19.00 | 12,958.00 |
| Front End Loader | 666 hour | 24.75 | 16,483.50 |
| Dump Trucks | 1,805 hour | 13.75 | 24,818.75 |
| Laborers | 1,099 hour | 6.25 | 6,868.75 |
| | | | $129,228.70 |
| Approved Price Agreements | | | |
| P.A. No. 1 Tractor with Dozer | 439 hour | 12.80 | $ 5,619.20 |
| P.A. No. 2 Truck Mounted Crane | 21.5 hour | 31.60 | 679.40 |
| P.A. No. 11 Guard Rail | 6,187 lin.ft. | 2.50 | 15,467.50 |

| | | | |
|---|---|---|---|
| P.A. No. 11 Rail End Pieces | 64 only | 6.00 | 384.00 |
| P.A. No. 11 Guard Rail Blocks | 751 only | 1.50 | 1,126.50 |
| P.A. No. 11 Extra Guard Rail Posts | 220 only | 11.00 | 2,420.00 |
| P.A. No. 20 Preparation of Slopes | 934.4 sq.yd. | 2.25 | 2,102.40 |
| P.A. No. 20 Concrete Slab Riprap | 934.4 sq.yd. | 7.75 | 7,243.60 |
| | | | $ 34,906.90 |

Utilities

| | | |
|---|---|---|
| Work by Pacific Power & Light | All Required | 41,243.74 |
| Crocwell Telephone Co. | All Required | 109.65 |
| | | $ 41,353.39 |
| | | $205,490.99 |
| | Net Increase | $120,803.52 |
| | Subtotal | $1,392,780.29 |
| | 10% Engr. & Cont. | 139,277.71 |
| | Total | $1,532,058.00 |

Item Code X030
Elimination (Contract No. 6836)

Total on estimates dated June 8 and October 17, 1966 $12,622.00

Item Codes X270 and X021
Structures (4) (Contract No. 6836)

Total on estimate dated June 8 and October 17, 1966 $186,109.00

Item Code P.O.W.
Rights of Way for Pacific Power & Light Co.

Total on estimate dated October 17, 1966 $5,300.00

| | |
|---|---|
| Length of Roadway | 14.138 Miles |
| Length of Structures | 0.055 Mile |
| Total | 14.193 Miles |

Cost of Roadway per Mile $108,441.25

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $1,532,058.00 | $1,413,320.00 | $118,738.00 |
| Illumination | 12,622.00 | 11,630.00 | 992.00 |
| Structures | 186,109.00 | 171,650.00 | 14,459.00 |
| Right of Way | 5,300.00 | 4,880.00 | 420.00 |
| Total | $1,736,089.00 | $1,601,480.00 | $134,609.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Prefix: 620-1026

## COSHEN-COTTAGE GROVE SECTION

## I-5-3(60)175

### WORK BY PACIFIC POWER AND LIGHT CO.

**Transmission Line Adjustment**

| | |
|---|---|
| Materials | $12,416.00 |
| Labor | 13,700.00 |
| Equipment and Transportation | 3,199.00 |
| Misc. Expense | 740.00 |
| General Overhead | 6,006.00 |
| Salvage | (6,395.00) |
| | $29,660.00 |

**Distribution Lines Adjustment**

| | |
|---|---|
| Materials | $ 4,082.80 |
| Labor | 7,871.47 |
| Equipment and Transportation | 751.65 |
| General Overhead | 2,564.67 |
| Salvage | (3,686.85) |
| | $11,583.74 |
| Total | $41,243.74 |

### WORK BY CRESWELL TELEPHONE CO.

| | |
|---|---|
| Labor | $ 242.00 |
| Engineering | 30.00 |
| Material | 55.60 |
| Equipment | 23.04 |
| Overhead | 87.96 |
| | $ 438.60 |

State Share 25% = $109.65 Lump Sum

STATE COPY

| | | |
|---|---|---|
| Monthly transaction number: 11-94 | FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State: Oregon |
| Project report number: 10 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) | County: Lane |
| Modification number: 1 | 11-17-66 | Project number: I-5-3(60)175 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 24, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 1,589,105 | $ 1,594,405 |
| Federal funds | $ 1,465,900 | $ 1,470,780 |
| Other revisions | | |

This modification is made for the following reasons:

**Revised estimate to include utility right-of-way.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 17th day of November, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. PARSONS, Division Engineer

By _____
(Division Engineer)

L. R. Backlund, Administrative Mgr.

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. I-5-3(60)175

COBURN-COTTAGE GROVE SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Revised estimate as a basis for modification of project agreement. Revised to include utility R/W retained in PS & E Status.)

Salem, Oregon, October 17, 1966

Type Code 6201
Roadway (Sta. 13 Sta. 384+69.48 thru Ex. 388+27.9% = 45+56.00 thru Ex. 89+06.20 = 19+92.95 to Sta. 721+70.00) (Contract No. 6836)

Total on estimated dated June 8, 1966 $1,390,374.00

Type Code X030
Illumination (Contract No. 6836)

Total on estimate dated June 8, 1966 $ 12,622.00

Type Codes X231 & X021
Structures (A) (Contract No. 6836)

Total on estimate dated June 8, 1966 $ 186,109.00

Type Code R.O.W.
Rights of Way for Pacific Power & Light Co.

| | | |
|---|---|---|
| Rights of Way | All Required | $ 4,575.00 |
| | Subtotal | $ 4,575.00 |
| | Acquisition Expense | 725.00 |
| | | $ 5,300.00 |

| | |
|---|---|
| Length of Roadway | 14.128 miles |
| Length of Structures | 0.055 mile |
| Total | 14.183 miles |
| Cost of Roadway per mile | $98,412.65 |

Retained in Program Status

| | | |
|---|---|---|
| Work by Pacific N.W. Bell | All Required | $ 1,000.00 |
| Work by Cresswell Telephone Co. | All Required | 1,000.00 |
| | | $ 2,000.00 |

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $1,390,374.00 | $1,282,620.00 | $ 107,754.00 |
| Illumination | 12,622.00 | 11,630.00 | 992.00 |
| Structures | 786,109.00 | 171,650.00 | 14,459.00 |
| Right of Way | 5,300.00 | 4,380.00 | 920.00 |
| Subtotal | $1,594,405.00 | $1,470,780.00 | $ 123,625.00 |
| Retained in Program Status | 2,000.00 | 1,844.00 | 156.00 |
| | $1,596,405.00 | $1,472,624.00 | $ 123,781.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
JUN 23 1966

6/24/66 A

Form Approved; Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO.
16-7-1966

FORM PR-2
(REV. 3-66)

STATE COPY

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

STATE
Oregon

COUNTY
Lane

PROJECT REPORT NO. FILING
I-5-3(60)175

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

6/24/66

PROJECT NO.
I-5-3(60)175

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Goshen-Cottage Grove Section.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY (Utility) | 5-16-66 | |
| CONSTRUCTION | 4-27-66 | 14.183 |
| OTHER (Specify) | | |

FUNDS Pro Rata 92.25

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 1,589,105 | $ 1,465,900.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. H. Klebe

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Manager

Date executed by
Division Engineer JUN 24 1966

Federal Aid
Project No. I-5-3(60)175

Oregon State Highway Department

COSHOW-COTTAGE GROVE SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

Project Agreement Estimate

Salem, Oregon, June 8, 1966

Type Code 6201
Roadway (Sta. 13 Sta. 384.69.48 thru Eq. 388 27.94 = 45 56.00 thru
Sta. 87 06.24 = 19 94.95 to 721 70.00) (Cont. No. 6836)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required | | $ 13,580.00 |
| Embankment in Place | 164,400 cu.yd. | $ 0.60 | 98,640.00 |
| Finishing Roadbed and Slopes | All Required | | 3,000.00 |
| Rounding Cutbanks | 1,370 lin.ft. | 0.25 | 342.50 |
| Trench Excavation | 1,430 cu.yd. | 3.00 | 4,290.00 |
| Special Backfill in Drains | 32 cu.yd. | 5.00 | 160.00 |
| Furnishing and Placing Topsoil | 7,800 cu.yd. | 3.00 | 23,400.00 |
| Watering | 800 M-gal. | 3.00 | 2,400.00 |
| Tractor and Dozer | 210 hour | 22.00 | 4,620.00 |
| Scraper | 34 hour | 33.50 | 1,139.00 |
| Blade, Grader and Scarifier | 210 hour | 19.00 | 3,990.00 |
| Front End Loader | 180 hour | 24.75 | 4,455.00 |
| Dump Truck | 620 hour | 13.75 | 8,525.00 |
| Laborers | 210 hour | 6.25 | 1,312.50 |
| 3/4" - 0 Material in Stone Leveling Course | 19,300 ton | 1.70 | 32,810.00 |
| Plant Mix Stone Base | 156,800 ton | 1.70 | 266,560.00 |
| Bituminous Base Mixture | 9,100 ton | 2.80 | 25,480.00 |
| Asphalt in Bituminous Base Mixture | 410 ton | 35.00 | 14,350.00 |
| 3/4 - 0 Aggregate in Prime Coat | 400 cu.yd. | 4.00 | 1,600.00 |
| RC-250 Asphalt in Prime Coat | 62 ton | 40.00 | 2,480.00 |
| RS-1 Asphalt in Tack Coat | 46 ton | 50.00 | 2,300.00 |
| Class "B" Asphalt Concrete Mixture | 73,000 ton | 3.15 | 229,950.00 |
| Asphalt Cement in Mixture | 4,050 ton | 35.00 | 141,750.00 |
| Class "A" Concrete in Box Culvert | 135 cu.yd. | 80.00 | 10,800.00 |
| Reinforcement in Box Culvert | 17,000 lb. | 0.13 | 2,210.00 |
| Loose Riprap | 11,500 cu.yd. | 4.55 | 52,325.00 |
| 15-inch Culvert Pipe | 500 lin.ft. | 3.80 | 1,900.00 |
| 18-inch Culvert Pipe | 500 lin.ft. | 4.30 | 2,150.00 |
| 12-inch Storm Sewer Pipe | 960 lin.ft. | 3.70 | 3,552.00 |
| 18-inch Storm Sewer Pipe | 480 lin.ft. | 6.00 | 2,880.00 |
| 24-inch Storm Sewer Pipe | 720 lin.ft. | 7.50 | 5,400.00 |
| 6-inch Drain Pipe | 600 lin.ft. | 2.85 | 1,710.00 |
| 15-inch Culvert End Sections | 5 only | 20.20 | 101.00 |
| 18-inch Culvert End Sections | 2 only | 23.20 | 46.40 |

| | | | | |
|---|---|---|---|---|
| Concrete Manholes | 3 | only | $250.00 | $ 750.00 |
| Concrete Inlets, Type "C" | 3 | only | 135.00 | 405.00 |
| Concrete Inlets, Type "C-24" | 8 | only | 150.00 | 1,200.00 |
| Concrete Inlets, Type "L" | 2 | only | 130.00 | 260.00 |
| Concrete Curbs | 24 | cu.yd. | 45.00 | 1,080.00 |
| Concrete End Pieces | 3 | only | 200.00 | 600.00 |
| Guide Posts, Y-1 | 520 | only | 8.00 | 4,160.00 |
| Guide Posts, Y-2 | 970 | only | 9.00 | 8,730.00 |
| Guide Posts, Y-3 | 12 | only | 10.00 | 120.00 |
| Guard Rail | 28,000 | lin. ft. | 2.50 | 70,000.00 |
| Median Barrier | 3,500 | lin.ft. | 3.60 | 12,600.00 |
| Type 2 Barricade | 2,200 | lin.ft. | 2.50 | 5,500.00 |
| Rail End Pieces | 158 | only | 6.00 | 948.00 |
| Guard Rail Blocks | 3,520 | only | 1.50 | 5,280.00 |
| Extra Guard Rail Posts | 467 | only | 11.00 | 5,137.00 |
| Extra for Painted Rails | 23,900 | lin.ft. | 0.11 | 2,629.00 |
| Salvaging Type 2 Barricade | 2,200 | lin.ft. | 0.45 | 990.00 |
| Guard Rail-Salvaged Type 2 Barricade | 2,200 | lin.ft. | 1.40 | 3,080.00 |
| Type 2 Fence | 1,580 | rod | 10.00 | 15,800.00 |
| Type 3 Fence | 540 | rod | 22.00 | 11,880.00 |
| Salvaging Type 3 Fence | 110 | rod | 7.00 | 770.00 |
| Type 3 Fence-Salvaged Type 3 Fence | 110 | rod | 15.00 | 1,650.00 |
| Roadside Seeding | 26 | acre | 180.00 | 4,680.00 |
| Roadside Mulching | 26 | acre | 74.00 | 1,924.00 |
| Grass Seed, Creeping Red Fescue | 290 | lb. | 1.80 | 522.00 |
| Grass Seed, Chewing Fescue | 210 | lb. | 2.00 | 420.00 |
| Grass Seed, Perennial Ryegrass | 80 | lb. | 1.00 | 80.00 |
| Grass Seed, Newport Bluegrass | 135 | lb. | 2.25 | 303.75 |
| Grass Seed, Dutch White Clover | 80 | lb. | 2.50 | 200.00 |
| Inorganic Fertilizer, 10-16-8 | 105 | cwt. | 3.50 | 367.50 |
| **Signing** | | | | |
| Sign Support Footings | All Required (93%) | | | 11,020.50 |
| Pipe Sign Posts (1b) | All Required | | | 8,250.00 |
| Single Sign Supports (7) | All Required (78%) | | | 3,588.00 |
| 144' Sign Bridge Structure | All Required | | | 18,250.00 |
| Revise Sign Bridge Structures (2) | All Required | | | 5,400.00 |
| Sign Illumination Equipment | All Required | | | 8,000.00 |
| Painted Wood Sign Posts | All Required | | | 1,800.00 |
| Type "A" & "B" Signs in Place | 2,779 | sq.ft. | 6.45 | 17,926.55 |
| Type "C", "D" & "R" Signs in Place | 519 | sq.ft. | 4.45 | 2,309.55 |
| Type "E", "F", "G" & "M" Signs in Place | 151 | sq. ft. | 4.70 | 709.70 |
| Type "P" Signs in Place | 13 | sq. ft. | 6.45 | 83.85 |
| | | | | $1,209,610.80 |
| Flagging (57½ of contractor's cost) | All Required | | | 15,000.00 |
| Repair Fencing | All Required | | | 5,500.00 |
| | | | | $ 20,500.00 |

**Utilities**

| | | |
|---|---|---|
| Work by Pacific Power & Light | All Required | $ 33,865.97 |
| | | $ 33,865.97 |
| | Subtotal | $1,263,976.77 |
| | 10% Engr. & Cont. | 126,397.23 |
| | Total | $1,390,374.00 |

**Type Code X030**
**Illumination**

| | | |
|---|---|---|
| Roadway Illumination Installation, Complete | All Required | $ 11,473.00 |
| | Subtotal | $ 11,473.00 |
| | 10% Engr. & Cont. | 1,147.00 |
| | Total | $ 12,622.00 |

**Type Code X021**
**Structure No. 7732A (Sta. 71+63 to Sta. 74+51)** (Cont. No. 6836)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (46%) | | $ 3,220.00 |
| Structural Excavation | 320 cu.yd. | 7.00 | 2,240.00 |
| Structural Excavation Below Elevation Shown | 30 cu.yd. | 7.00 | 210.00 |
| Furnish 10 BP 42 Steel Piling | 340 lin.ft. | 4.50 | 1,530.00 |
| Drive Steel Piles | 8 only | 80.00 | 640.00 |
| Splice Steel Piles | 2 only | 50.00 | 100.00 |
| Class "A" Concrete | All Required (65%) | | 56,342.00 |
| 55' to 64' Type 3 Prestressed Beams | 4 only | 1,100.00 | 4,400.00 |
| 70' to 75' Type 3 Prestressed Beams | 1 only | 1,450.00 | 1,450.00 |
| 75' to 80' Type 3 Prestressed Beams | 4 only | 1,450.00 | 5,800.00 |
| Metal Reinforcement | All Required (61%) | | 21,350.00 |
| Preparation of Slopes | 345 sq.yd. | 2.00 | 690.00 |
| Concrete Slab Riprap | 345 sq.yd. | 7.00 | 2,415.00 |
| 8-inch Metal Unperforated Drain Pipe, Type "A" Coating | 110 lin.ft. | 4.00 | 440.00 |
| 6-inch Standard Steel Pipe | 60 lin.ft. | 12.00 | 720.00 |
| | | | $ 101,547.00 |

**Type Code X021**
**Structure No. 7732B (Sta. LP 72+57.20 to Sta. 73+23.70)** (Cont. No. 6836)

| | | | |
|---|---|---|---|
| Removal Work, Br. No. 7732B | All Required | | $ 6,000.00 |
| Shoring, Cribbing, etc. | All Required (24%) | | 1,680.00 |

| | | | | |
|---|---|---|---|---|
| Structural Excavation | 170 cu.yds. | $ 7.00 | $ | 1,190.00 |
| Structural Excavation Below Elevation Shown | 20 cu.yd. | 7.00 | | 140.00 |
| Class "A" Concrete | All Required (19%) | | | 16,469.20 |
| Metal Reinforcement | All Required (24%) | | | 7,000.00 |
| Preparation of Slopes | 85 sq.yd. | 2.00 | | 170.00 |
| Concrete Slab Riprap | 85 sq.yd. | 7.00 | | 595.00 |
| | | | $ | 33,244.20 |

Type Code X021
Structure No. 77360 (Sta. 363 65) (Cont. No. 6836)

| | | | | |
|---|---|---|---|---|
| Removal Work and Provide for Traffic, Br. No. 77360 | All Required | | $ | 4,500.00 |
| Shoring, Cribbing, etc. | All Required (13%) | | | 910.00 |
| Structural Excavation | 90 cu.yd. | 7.00 | | 630.00 |
| Structural Excavation Below Elevation Shown | 10 cu.yd. | 7.00 | | 70.00 |
| Class "A" Concrete | All Required (7%) | | | 6,067.60 |
| Metal Reinforcement | All Required (8%) | | | 2,800.00 |
| 6-inch Metal Unperforated Drain Pipe, Type "A" Coating | 25 lin.ft. | 4.00 | | 100.00 |
| 6-inch Standard Steel Pipe | 5 lin.ft. | 12.00 | | 60.00 |
| 1½-inch Electrical Conduit | 80 lin.ft. | 1.00 | | 80.00 |
| | | | $ | 15,217.60 |

Type Code X021
Structure No. 77405 (Sta. 305 45) (Cont No. 6836)

| | | | | |
|---|---|---|---|---|
| Removal Work and Provide for Traffic, Br. No. 77405 | All Required | | $ | 5,200.00 |
| Shoring, Cribbing, etc. | All Required (17%) | | | 1,190.00 |
| Structural Excavation | 120 cu.yd. | 7.00 | | 840.00 |
| Structural Excavation Below Elevation Shown | 10 cu.yd. | 7.00 | | 70.00 |
| Class "A" Concrete | All Required (9%) | | | 7,801.20 |
| Metal Reinforcement | All Required (11%) | | | 3,850.00 |
| 6-inch Metal Unperforated Drain Pipe, Type "A" Coating | 25 lin.ft. | 4.00 | | 100.00 |
| 6-inch Standard Steel Pipe | 5 lin.ft. | 12.00 | | 60.00 |
| 1½-inch Electrical Conduit | 70 lin.ft. | 1.00 | | 70.00 |
| | | | $ | 19,181.20 |

| | | |
|---|---|---|
| Subtotal | $ | 169,190.00 |
| 10% Engr. & Cont. | | 16,919.00 |
| Total | $ | 186,109.00 |

| | |
|---|---|
| Length of Roadway | 14.128 miles |
| Length of Structures | 0.055 mile |
| Total | 14.183 miles |
| Cost of Roadway per mile | $98,412.65 |

Summary of Funds

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $1,390,374.00 | $1,282,620.00 | $107,754.00 |
| Illumination | 12,622.00 | 11,630.00 | 992.00 |
| Structures | 186,109.00 | 171,650.00 | 14,459.00 |
| | $1,589,105.00 | $1,465,900.00 | $123,205.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Retained in P.S. & E. Status

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Work by Pacific N.W. Bell | $ 1,000.00 | $ 922.00 | $ 78.00 |
| Work by Cromwell Telephone Co. | 1,000.00 | 922.00 | 78.00 |
| Right of Way for Pacific Power & Light Co. | 10,000.00 | 9,225.00 | 775.00 |
| | $12,000.00 | $11,069.00 | $931.00 |

## OOSHEN-COTTAGE GROVE SECTION

### State Work

**Signing**

| | | | |
|---|---|---|---|
| Sign Support Footings | All Required (7%) | | $ 829.50 |
| Single Sign Support | All Required (22%) | | 1,012.00 |
| Type "A" & "B" Sign in Place | 122 sq.ft. | $ 6.45 | 786.90 |
| Type "C", "D" & "E" Signs in Place | 11 sq.ft. | 4.45 | 48.95 |
| Type "E", "F", "G" & "H" Signs in Place | 9 sq.ft. | 4.70 | 42.30 |
| | | | $ 2,719.65 |

**Roadwork**

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required (3%) | | $ 420.00 |
| Ditch Excavation, Unclassified | 25 cu.yd. | 3.00 | 75.00 |
| Trench Excavation | 10 cu.yd. | 3.00 | 30.00 |
| 24-inch Culvert Pipe | 30 lin.ft. | 6.00 | 180.00 |
| Guard Rail | 1,000 lin.ft. | 2.50 | 2,500.00 |
| Rail End Pieces | 2 only | 6.00 | 12.00 |
| Guard Rail Blocks | 80 only | 1.50 | 120.00 |
| Extra Guard Rail Posts | 3 only | 11.00 | 33.00 |
| Extra for Painting Rails | 100 lin.ft. | 0.11 | 11.00 |
| | | | $ 3,381.00 |

Total $ 6,100.65

COSIMA-COTTAGE GROVE SECTION

I-5-3(60)175

Pacific Power & Light Co.

| | | |
|---|---|---|
| **Transmission Line Adjustments** | | |
| Labor | $ 14,693.00 | |
| Equipment | 2,038.00 | |
| Material | 8,752.00 | |
| Stores expense, 10% | 875.00 | |
| Miscellaneous expense | 625.00 | |
| General Overhead, 18% | 3,587.00 | |
| | $ 29,970.00 | |
| Salvaged Material | (4,719.00) | |
| Total, Transmission Line | | $ 25,251.00 |
| **Distribution Line Adjustments** | | |
| Labor | $ 6,294.85 | |
| Equipment | 542.08 | |
| Material | 3,098.98 | |
| Stores expense, 10% | 309.90 | |
| General Overhead, 25% | 1,940.86 | |
| | $ 12,186.67 | |
| Salvaged Material | (3,571.70) | |
| Total, Distribution Lines | | $ 8,614.97 |
| Total cost to State | | $ 33,865.97 |

Oregon State Highway Department

Federal-Aid
Project No. I-5-3(60)175

GOSHEN-COTTAGE GROVE SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

P.S. & E. Estimate.

Salem, Oregon, April 21, 1966

Type Code 6201
Roadway (Sta. L3 Sta. 375+00 Thru Eq. 388+27.94 = 45+56.00 Thru Eq. 89+06.20 = 1+24.95 to 721+70.00)

| | | | | |
|---|---|---|---|---|
| Clearing and Grubbing | All Required | | | $ 30,000.00 |
| Ditch Excavation | 25 cu.yd. | $ | 3.00 | 75.00 |
| Embankment in Place | 164,400 cu.yd. | | 0.90 | 147,960.00 |
| Finishing Roadbed and Slopes | All Required | | | 5,000.00 |
| Rounding Cutbanks | 1,370 lin.ft. | | 0.20 | 274.00 |
| Trench Excavation | 1,440 cu.yd. | | 3.00 | 4,320.00 |
| Special Backfill in Drains | 32 cu.yd. | | 7.00 | 224.00 |
| Furnishing and Placing Topsoil | 7,800 cu.yd. | | 3.50 | 27,300.00 |
| Watering | 800 M-gal. | | 3.00 | 2,400.00 |
| Tractor and Dozer | 210 hour | | 25.00 | 5,250.00 |
| Scraper | 34 hour | | 27.00 | 918.00 |
| Blade Grader and Scarifier | 210 hour | | 20.00 | 4,200.00 |
| Front End Loader | 180 hour | | 20.00 | 3,600.00 |
| Dump Truck | 620 hour | | 11.00 | 6,820.00 |
| Laborers | 210 hour | | 6.00 | 1,260.00 |
| 3/4" - 0 Material in Stone Leveling Course | 19,300 ton | | 1.70 | 32,810.00 |
| Plant-Mix Stone Base | 156,800 ton | | 1.70 | 266,560.00 |
| Bituminous Base Mixture | 9,100 ton | | 4.50 | 40,950.00 |
| Asphalt in Bituminous Base Mixture | 410 ton | | 33.00 | 13,530.00 |
| 3/4" - 0 Aggregate in Prime Coat | 400 cu.yd. | | 4.50 | 1,800.00 |
| RC-250 Asphalt in Prime Coat | 62 ton | | 50.00 | 3,100.00 |
| MS-1 Asphalt in Tack Coat | 46 ton | | 52.00 | 2,392.00 |
| Class "B" Asphalt Concrete Mixture | 73,000 ton | | 4.70 | 343,100.00 |
| Asphalt Cement in Mixture | 4,050 ton | | 33.00 | 133,650.00 |
| Class "A" Concrete in Box Culvert | 135 cu.yd. | | 65.00 | 8,775.00 |
| Reinforcement in Box Culvert | 17,000 lb. | | 0.15 | 2,550.00 |
| Loose Riprap | 11,500 cu.yd. | | 4.50 | 51,750.00 |
| 15-inch Culvert Pipe | 500 lin.ft. | | 4.25 | 2,125.00 |
| 18-inch Culvert Pipe | 500 lin.ft. | | 5.00 | 2,500.00 |
| 24-inch Culvert Pipe | 30 lin.ft. | | 8.00 | 240.00 |
| 12-inch Storm Sewer Pipe | 960 lin.ft. | | 3.00 | 2,880.00 |
| 18-inch Storm Sewer Pipe | 480 lin.ft. | | 4.75 | 2,280.00 |
| 24-inch Storm Sewer Pipe | 720 lin.ft. | | 7.00 | 5,040.00 |
| 6-inch Drain Pipe | 600 lin.ft. | | 2.00 | 1,200.00 |
| 15-inch Culvert End Sections | 5 only | | 35.00 | 175.00 |
| 18-inch Culvert End Sections | 2 only | | 40.00 | 80.00 |
| Concrete Manholes | 3 only | | 300.00 | 900.00 |
| Concrete Inlets, Type G | 3 only | | 150.00 | 450.00 |
| Concrete Inlets, Type G-2M | 8 only | | 175.00 | 1,400.00 |

| | | | |
|---|---|---|---|
| Concrete Inlets, Type B | 2 only | $ 150.00 | $ 300.00 |
| Concrete Curbs | 24 cu.yd. | 45.00 | 1,080.00 |
| Concrete End Pieces | 3 only | 200.00 | 600.00 |
| Guide Posts, W-1 | 520 only | 7.50 | 3,900.00 |
| Guide Posts, Y-2 | 970 only | 8.00 | 7,760.00 |
| Guide Posts, Y-3 | 12 only | 9.00 | 108.00 |
| Guard Rail | 29,000 lin.ft. | 2.50 | 72,500.00 |
| Median Barrier | 3,500 lin.ft. | 3.75 | 13,125.00 |
| Type 2 Barricade | 2,200 lin.ft. | 3.50 | 7,700.00 |
| Rail End Pieces | 160 only | 5.00 | 800.00 |
| Guard Rail Blocks | 3,600 only | 1.50 | 5,400.00 |
| Extra Guard Rail Posts | 470 only | 9.00 | 4,230.00 |
| Extra for Painted Rails | 24,000 lin.ft. | 0.15 | 3,600.00 |
| Salvaging Type 2 Barricade | 2,200 lin.ft. | 1.00 | 2,200.00 |
| Guard Rail - Salvaged Type 2 Barricade | 2,200 lin.ft. | 1.50 | 3,300.00 |
| Type 2 Fence | 1,580 rod | 9.00 | 14,220.00 |
| Type 3 Fence | 540 rod | 25.00 | 13,500.00 |
| Salvaging Type 3 Fence | 110 rod | 4.00 | 440.00 |
| Type 3 Fence - Salvaged Type 3 Fence | 110 rod | 10.00 | 1,100.00 |
| Roadside Seeding | 26 acre | 150.00 | 3,900.00 |
| Roadside Mulching | 26 acre | 175.00 | 4,550.00 |
| Grass Seed, Creeping Red Fescue | 290 lb. | 1.00 | 290.00 |
| Grass Seed, Chewings Fescue | 210 lb. | 1.00 | 210.00 |
| Grass Seed, Perennial Ryegrass | 80 lb. | 1.00 | 80.00 |
| Grass Seed, Newport Bluegrass | 135 lb. | 1.00 | 135.00 |
| Grass Seed, Dutch White Clover | 80 lb. | 1.00 | 80.00 |
| Inorganic Fertilizer, 10-16-8 | 105 cwt. | 7.50 | 787.50 |
| Signing | | | |
| Sign Support Footings | All Req. (93%) | | 9,765.00 |
| Pipe Sign Posts (16) | All Required | | 8,300.00 |
| Single Sign Supports (7) | All Req. (78%) | | 2,730.00 |
| 144' Sign Bridge Structure | All Required | | 16,500.00 |
| Revise Sign Bridge Structures (2) | All Required | | 3,000.00 |
| Sign Illumination Equipment | All Required | | 7,875.00 |
| Painted Wood Sign Posts | All Required | | 1,050.00 |
| Type "A" and "B" Signs in Place | 2,779 sq.ft. | 6.50 | 18,063.50 |
| Type "C", "D" and "R" Signs in Place | 519 sq.ft. | 3.65 | 1,894.35 |
| Type "E", "F", "G" and "M" Signs in Place | 151 sq.ft. | 3.80 | 573.80 |
| Type "P" Signs in Place | 13 sq.ft. | 5.00 | 65.00 |
| | | | $1,395,550.15 |
| Flagging (57½ of Contractor's Cost) | All Required | | $ 15,000.00 |
| Repair Fencing | All Required | | 5,500.00 |
| | | | $ 20,500.00 |

**Utilities**

| | | |
|---|---|---|
| Work by Pacific Power & Light | All Required | $ 40,000.00 |
| Work by Pacific N.W. Bell | All Required | 1,000.00 |
| Work by Creswell Telephone Co. | All Required | 1,000.00 |
| | | $ 42,000.00 |
| | Subtotal | 1,458,050.15 |
| | 10% Engr. & Cont. | 145,804.85 |
| | Total | $1,603,855.00 |

**Type Code Y030**
**Illumination**

| | | |
|---|---|---|
| Roadway Illumination Installation, Complete | All Required | $ 8,900.00 |
| | Subtotal | $ 8,900.00 |
| | 10% Engr. & Cont. | 890.00 |
| | Total | $ 9,790.00 |

**Type Code X281**
**Structure No. 7732A (Sta. 71+63 to Sta. 74+51)**

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Requuired(46%) | | $ 2,760.00 |
| Structural Excavation | 320 cu.yd. | $ 8.00 | 2,560.00 |
| Structural Excavation Below Elevation Shown | 30 cu.yd. | 10.00 | 300.00 |
| Furnish 10 BP 42 Steel Piling | 340 lin.ft. | 5.00 | 1,700.00 |
| Drive Steel Piles | 8 only | 125.00 | 1,000.00 |
| Splice Steel Piles | 2 only | 50.00 | 100.00 |
| Class "A" Concrete (632 C.Y. @ $100.00) | All Req.(65%) | | 62,920.00 |
| 55' to 60' Type 3 Prestressed Beams | 4 only | 1,200.00 | 4,800.00 |
| 70' to 75' Type 3 Prestressed Beams | 1 only | 1,600.00 | 1,600.00 |
| 75' to 80' Type 3 Prestressed Beams | 4 only | 1,600.00 | 6,400.00 |
| Metal Reinforcement (148,300 Lbs. @ $0.135) | All Req.(61%) | | 20,101.64 |
| Preparation of Slopes | 345 sq.yd. | 2.00 | 690.00 |
| Concrete Slab Riprap | 345 sq.yd. | 7.50 | 2,587.50 |
| 8-inch Metal Unperforated Drain Pipe, Type "A" Coating | 110 lin.ft. | 4.00 | 440.00 |
| 6-inch Standard Steel Pipe | 60 lin.ft. | 14.00 | 840.00 |
| | | | $ 108,799.14 |

Type Code X021
Structure No. 7732B (Sta. L[n] 72+57.20 to Sta. 73+23.70)

| | | | |
|---|---|---|---|
| Removal Work, Br. No. 7732B | All Required | | $ 8,000.00 |
| Shoring, Cribbing, etc. | All Req. (24%) | | 1,440.00 |
| Structural Excavation | 170 cu.yd. | $ 8.00 | 1,360.00 |
| Structural Excavation Below Elevation Shown | 20 cu.yd. | 10.00 | 200.00 |
| Class "A" Concrete (182 C.Y. @ $100.00) | All Req. (19%) | | 18,392.00 |
| Metal Reinforcement (48,400 Lbs. @ $0.135) | All Req. (20%) | | 6,590.70 |
| Preparation of Slopes | 85 sq.yd. | 2.00 | 170.00 |
| Concrete Slab Riprap | 85 sq.yd. | 7.50 | 637.50 |
| | | | $ 36,790.20 |

Type Code X021
Structure No. 7738D (Sta. 383+05)

| | | | |
|---|---|---|---|
| Removal Work and Provide for Traffic, Br. No. 7738D | All Required | | $ 3,000.00 |
| Shoring, Cribbing, etc. | All Req. (13%) | | 780.00 |
| Structural Excavation | 90 cu.yd. | $ 8.00 | 720.00 |
| Structural Excavation Below Elevation Shown | 10 cu.yd. | 10.00 | 100.00 |
| Class "A" Concrete (66 C.Y. @ $100.00) | All Req. (7%) | | 6,776.00 |
| Metal Reinforcement (18,700 Lbs. @ $0.135) | All Req. (8%) | | 2,636.28 |
| 8-inch Metal Unperforated Drain Pipe, Type "A" Coating | 25 lin.ft. | 4.00 | 100.00 |
| 6-inch Standard Steel Pipe | 5 lin.ft. | 14.00 | 70.00 |
| 1 1/4-inch Electrical Conduit | 80 lin.ft. | 2.00 | 160.00 |
| | | | $ 14,342.28 |

Type Code X021
Structure No. 7740C (Sta. 305+45)

| | | | |
|---|---|---|---|
| Removal Work and Provide for Traffic, Br. No. 7740C | All Required | | $ 3,000.00 |
| Shoring, Cribbing, etc. | All Req. (17%) | | 1,020.00 |
| Structural Excavation | 120 cu.yd. | $ 8.00 | 960.00 |
| Structural Excavation Below Elevation Shown | 10 cu.yd. | 10.00 | 100.00 |
| Class "A" Concrete (88 C.Y. @ $100.00) | All Req. (9%) | | 8,712.00 |
| Metal Reinforcement (28,700 Lbs. @ $0.135) | All Req. (11%) | | 3,624.88 |

| | | | |
|---|---|---|---|
| 8-inch Metal U perforated Drain Pipe, Type "A" Coating | 25 lin. ft. | $ 4.00 | $ 100.00 |
| 6-inch Standard Steel Pipe | 5 lin.ft. | 14.00 | 70.00 |
| 1¼-inch Electrical Conduit | 70 lin.ft. | 2.00 | 140.00 |
| | | | 17,726.88 |
| | Subtotal | | $177,658.50 |
| | 10% Engr. & Cont. | | 17,765.50 |
| | Total | | 195,424.00 |

Length of Roadway - - - 14.311 Miles
Length of Structures - 0.055 Mile
Total 14.366 Miles

Cost of Roadway Per Mile $112,071.43

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $1,603,855.00 | $1,479,000.00 | $124,855.00 |
| Illumination | 9,790.00 | 9,000.00 | 790.00 |
| Structures | 195,424.00 | 180,000.00 | 15,424.00 |
| | $1,809,069.00 | $1,668,000.00 | $141,069.00 |

COSHEN-COTTAGE GROVE SECTION

State Work

| | | | |
|---|---|---|---|
| Sign Support Footings | All Req. (7%) | | $ 735.00 |
| Single Sign Support | All Req. (22%) | | 770.00 |
| Type "A" and "B" Signs in Place | 122 sq.ft. | $6.50 | 793.00 |
| Type "C", "D" and "R" Signs in Place | 122 sq.ft. | 3.65 | 40.15 |
| Type "E", "F", "G" and "M" Signs in Place | 9 sq.ft. | 3.80 | 34.20 |
| | | | $2,372.35 |

GOSHEN-COTTAGE GROVE SECTION

Prestressed Beam Quantities

Bridge No. 7732A, Goshen Interchange O'xing

55' to 60' Type 3 Prestressed Beams

| | | | |
|---|---|---|---|
| Overhead | All Required | | $ 400.00 |
| Class AA Concrete | 8.40 cu.yd. | $40.00 | 336.00 |
| Metal Reinforcement | 910 lb. | 0.14 | 127.40 |
| Prestress Wire | 704 lb. | 0.50 | 352.00 |
| | | | $1,215.40 |
| | | USE | $1,200.00 |

70' to 75' Type 3 Prestressed Beams

| | | | |
|---|---|---|---|
| Overhead | All Required | | $ 400.00 |
| Class AA Concrete | 11.14 cu.yd. | $40.00 | 445.60 |
| Metal Reinforcement | 1,060 lb. | 0.14 | 148.40 |
| Prestress Wire | 1,200 lb. | 0.50 | 600.00 |
| | | | $1,594.00 |
| | | USE | $1,600.00 |

75' to 80' Type 3 Prestressed Beams

| | | | |
|---|---|---|---|
| Overhead | All Required | | $ 400.00 |
| Class AA Concrete | 11.33 cu.yd. | $40.00 | 453.20 |
| Metal Reinforcement | 1,065 lb. | 0.14 | 149.10 |
| Prestress Wire | 1,210 lb. | 0.50 | 605.00 |
| | | | $1,607.30 |
| | | USE | $1,600.00 |

Oregon State Highway Department

Federal Aid
Project No. I-5-3(60)175

GOSHEN-COTTAGE GROVE SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

Revised P.S.& E. Estimate. Revised to exclude State work, previously shown in Federal-Aid Section.

Salem, Oregon, May 16, 1966

Type Code 6201
Roadway (Sta. L[3] Sta. 375+00 Thru Eq. 388+27.94 = 45+56.00 Thru Eq. 89 to 6.20 = 19+92.95 to 721+70.00)

| | | | | |
|---|---|---|---|---|
| Clearing and Grubbing | All Required (97%) | | | $ 29,100.00 |
| Embankment in Place | 164,400 | cu.yd. | $ 0.90 | 147,960.00 |
| Finishing Roadbed and Slopes | All Required | | | 5,000.00 |
| Rounding Cutbanks | 1,370 | lin.ft. | 0.20 | 274.00 |
| Trench Excavation | 1,430 | cu.yd. | 3.00 | 4,290.00 |
| Special Backfill in Drains | 32 | cu.yd. | 7.00 | 224.00 |
| Furnishing and Placing Topsoil | 7,800 | cu.yd. | 3.50 | 27,300.00 |
| Watering | 800 | M-gal. | 3.00 | 2,400.00 |
| Tractor and Dozer | 210 | hour | 25.00 | 5,250.00 |
| Scraper | 34 | hour | 27.00 | 918.00 |
| Blade, Grader and Scarifier | 210 | hour | 20.00 | 4,200.00 |
| Front End Loader | 180 | hour | 20.00 | 3,600.00 |
| Dump Truck | 620 | hour | 11.00 | 6,820.00 |
| Laborers | 210 | hour | 6.00 | 1,260.00 |
| 3/4" - 0 Material in Stone Leveling Course | 19,300 | ton | 1.70 | 32,810.00 |
| Plant Mix Stone Base | 156,800 | ton | 1.70 | 266,560.00 |
| Bituminous Base Mixture | 9,100 | ton | 4.50 | 40,950.00 |
| Asphalt in Bituminous Base Mixture | 410 | ton | 33.00 | 13,530.00 |
| 3/4" - 0 Aggregate in Prime Coat | 400 | cu.yd. | 4.50 | 1,800.00 |
| RC-250 Asphalt in Prime Coat | 62 | ton | 50.00 | 3,100.00 |
| RS-1 Asphalt in Tack Coat | 46 | ton | 52.00 | 2,392.00 |
| Class "B" Asphalt Concrete Mixture | 73,000 | ton | 4.70 | 343,100.00 |
| Asphalt Cement in Mixture | 4,050 | ton | 33.00 | 133,650.00 |
| Class "A" Concrete in Box Culvert | 135 | cu.yd. | 65.00 | 8,775.00 |
| Reinforcement in Box Culvert | 17,000 | lb. | 0.15 | 2,550.00 |
| Loose Riprap | 11,500 | cu.yd. | 4.50 | 51,750.00 |
| 15-inch Culvert Pipe | 500 | lin.ft. | 4.25 | 2,125.00 |
| 18-inch Culvert Pipe | 500 | lin.ft. | 5.00 | 2,500.00 |
| 12-inch Storm Sewer Pipe | 960 | lin.ft. | 3.00 | 2,880.00 |
| 18-inch Storm Sewer Pipe | 480 | lin.ft. | 4.75 | 2,280.00 |
| 24-inch Storm Sewer Pipe | 720 | lin.ft. | 7.00 | 5,040.00 |
| 6-inch Drain Pipe | 600 | lin.ft. | 2.00 | 1,200.00 |
| 15-inch Culvert End Sections | 5 | only | 35.00 | 175.00 |
| 18-inch Culvert End Sections | 2 | only | 40.00 | 80.00 |
| Concrete Manholes | 3 | only | 300.00 | 900.00 |
| Concrete Inlets, Type "G" | 3 | only | 150.00 | 450.00 |

| | | | |
|---|---|---|---|
| Concrete Inlets, Type "C-2M" | 8 only | $ 175.00 | $ 1,400.00 |
| Concrete Inlets, Type "B" | 2 only | 150.00 | 300.00 |
| Concrete Curbs | 24 cu.yd. | 45.00 | 1,080.00 |
| Concrete End Pieces | 3 only | 200.00 | 600.00 |
| Guide Posts, W-1 | 520 only | 7.50 | 3,900.00 |
| Guide Posts, Y-2 | 970 only | 8.00 | 7,760.00 |
| Guide Posts, Y-3 | 12 only | 9.00 | 108.00 |
| Guard Rail | 2,800 lin.ft. | 2.50 | 70,000.00 |
| Median Barrier | 3,500 lin.ft. | 3.75 | 13,125.00 |
| Type 2 Barricade | 2,200 lin.ft. | 3.50 | 7,700.00 |
| Rail End Pieces | 158 only | 5.00 | 790.00 |
| Guard Rail Blocks | 3,520 only | 1.50 | 5,280.00 |
| Extra Guard Rail Posts | 467 only | 9.00 | 4,203.00 |
| Extra for Painted Rails | 23,900 lin.ft. | 0.15 | 3,585.00 |
| Salvaging Type 2 Barricade | 2,200 lin.ft. | 1.00 | 2,200.00 |
| Guard Rail-Salvaged Type 2 Barricade | 2,200 lin.ft. | 1.50 | 3,300.00 |
| Type 2 Fence | 1,580 rod | 9.00 | 14,220.00 |
| Type 3 Fence | 540 rod | 25.00 | 13,500.00 |
| Salvaging Type 3 Fence | 110 rod | 4.00 | 440.00 |
| Type 3 Fence-Salvaged Type 3 Fence | 110 rod | 10.00 | 1,100.00 |
| Roadside Seeding | 26 acre | 150.00 | 3,900.00 |
| Roadside Mulching | 26 acre | 175.00 | 4,550.00 |
| Grass Seed, Creeping Red Fescue | 290 lb. | 1.00 | 290.00 |
| Grass Seed, Chewings Fescue | 210 lb. | 1.00 | 210.00 |
| Grass Seed, Perennial Ryegrass | 80 lb. | 1.00 | 80.00 |
| Grass Seed, Newport Bluegrass | 135 lb. | 1.00 | 135.00 |
| Grass Seed, Dutch White Clover | 80 lb. | 1.00 | 80.00 |
| Inorganic Fertilizer, 10-16-8 | 105 cwt. | 7.50 | 787.50 |
| **Signing** | | | |
| Sign Support Footings | All Required (93%) | | 9,765.00 |
| Pipe Sign Posts (16) | All Required | | 8,300.00 |
| Single Sign Supports (7) | All Required (78%) | | 2,730.00 |
| 144' Sign Bridge Structure | All Required | | 16,500.00 |
| Revise Sign Bridge Structures (2) | All Required | | 3,000.00 |
| Sign Illumination Equipment | All Required | | 7,875.00 |
| Painted Wood Sign Posts | All Required | | 1,050.00 |
| Type "A" & "B" Signs in Place | 2,779 sq.ft. | 6.50 | 18,063.50 |
| Type "C", "D" & "R" Signs in Place | 519 sq.ft. | 3.65 | 1,894.35 |
| Type "E", "F", "G" & "K" Signs In place | 151 sq.ft. | 3.80 | 573.80 |
| Type "P" Signs in Place | 13 sq.ft. | 5.00 | 65.00 |
| | | | $1,391,633.15 |
| Flagging (57½ of Contractor's Cost) | All Required | | $ 15,000.00 |
| Repair Fencing | All Required | | 5,500.00 |
| | | | $ 20,500.00 |

| | | |
|---|---|---|
| **Utilities** | | |
| Work by Pacific Power & Light | All Required | $ 40,000.00 |
| Work by Pacific N.W. Bell | All Required | 1,000.00 |
| Work by Creswell Telephone Co. | All Required | 1,000.00 |
| | | $ 43,000.00 |
| | Subtotal | $1,455,133.15 |
| | 10% Engr. & Cont. | 145,513.85 |
| | Total | $1,600,647.00 |

**Type Code Y030**
**Illumination**

| | | |
|---|---|---|
| Roadway Illumination Installation, Complete | All Required | $ 8,900.00 |
| | Subtotal | $ 8,900.00 |
| | 10% Engr. & Cont. | 890.00 |
| | Total | $ 9,790.00 |

**Type Code X281**
**Structure No. 7732A (Sta. 71+63 to Sta. 74+51)**

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Required (46%) | | $ 2,760.00 |
| Structural Excavation | 320 cu.yd. | $ 8.00 | 2,560.00 |
| Structural Excavation below Elevation Shown | 30 cu.yd. | 10.00 | 300.00 |
| Furnish 10 BP 42 Steel Piling | 340 lin.ft. | 5.00 | 1,700.00 |
| Drive Steel Piles | 8 only | 125.00 | 1,000.00 |
| Splice Steel Piles | 2 only | 50.00 | 100.00 |
| Class "A" Concrete (632 cu.yd. @ $100.00) | All Required (65%) | | 62,920.00 |
| 55' to 60' Type 3 Prestressed Beams | 4 only | 1,200.00 | 4,800.00 |
| 70' to 75' Type 3 Prestressed Beams | 1 only | 1,600.00 | 1,600.00 |
| 75' to 80' Type 3 Prestressed Beams | 4 only | 1,600.00 | 6,400.00 |
| Metal Reinforcement (148,300 lb. @ $0.135) | All Required (61%) | | 20,101.64 |
| Preparation of Slopes | 345 sq.yd. | 2.00 | 690.00 |
| Concrete Slab Riprap | 345 sq.yd. | 7.50 | 2,587.50 |
| 8-inch Metal Unperforated Drain Pipe, Type "A" Coating | 110 lin.ft. | 4.00 | 440.00 |
| 6-inch Standard Steel Pipe | 60 lin.ft. | 14.00 | 840.00 |
| | | | $ 108,799.14 |

Type Code X021
Structure No. 7732B (Sta. L[n] 72+57.20 to Sta. 73+23.70)

| | | | | |
|---|---|---|---|---|
| Removal Work, Br. No. 7732B | All Required | | | $ 8,000.00 |
| Shoring, Cribbing, etc. | All Required (24%) | | | 1,440.00 |
| Structural Excavation | 170 cu.yds. | $ | 8.00 | 1,360.00 |
| Structural Excavation Below Elevation Shown | 20 cu.yd. | | 10.00 | 200.00 |
| Class A Concrete (182 cu.yd. @ $100.00) | All Required (19%) | | | 18,392.00 |
| Metal Reinforcement (48,400 lbs. @ $0.135) | All Required (20%) | | | 6,590.70 |
| Preparation of Slopes | 85 sq.yd. | | 2.00 | 170.00 |
| Concrete Slab Riprap | 85 sq.yd. | | 7.50 | 637.50 |
| | | | | $ 36,790.20 |

Type Code X021
Structure No. 7738D (Sta. 383+65)

| | | | | |
|---|---|---|---|---|
| Removal Work and Provide for Traffic, Br. No. 7738D | All Required | | | $ 3,000.00 |
| Shoring, Cribbing, etc. | All Required (13%) | | | 780.00 |
| Structural Excavation | 90 cu.yd. | $ | 8.00 | 720.00 |
| Structural Excavation Below Elevation Shown | 10 cu.yd. | | 10.00 | 100.00 |
| Class "A" Concrete (66 cu.yd. @ $100.00) | All Required (7%) | | | 6,776.00 |
| Metal Reinforcement (18,700 lb. @ $0.135) | All Required (8%) | | | 2,636.28 |
| 8-inch Metal Unperforated Drain Pipe, Type "A" Coating | 25 lin.ft. | | 4.00 | 100.00 |
| 6-inch Standard Steel Pipe | 5 lin.ft. | | 14.00 | 70.00 |
| 1-1/4-inch Electrical Conduit | 80 lin.ft. | | 2.00 | 160.00 |
| | | | | $ 14,342.28 |

Type Code X021
Structure No. 7740C (Sta. 305+45)

| | | | | |
|---|---|---|---|---|
| Removal Work and Provide for Traffic, Br. No. 7740C | All Required | | | $ 3,000.00 |
| Shoring, Cribbing, etc. | All Required (17%) | | | 1,020.00 |
| Structural Excavation | 120 cu.yd. | $ | 8.00 | 960.00 |
| Structural Excavation Below Elevation Shown | 10 cu.yd. | | 10.00 | 100.00 |
| Class "A" Concrete (88 cu.yd. @ $100.00) | All Required (9%) | | | 8,712.00 |
| Metal Reinforcement (28,700 lb. @ $0.135) | All Required (11%) | | | 3,624.88 |
| 8-inch Metal Unperforated Drain Pipe, Type "A" Coating | 25 lin.ft. | | 4.00 | 100.00 |
| 6-inch Standard Steel Pipe | 5 lin.ft. | | 14.00 | 70.00 |
| 1-1/4- Electrical Conduit | 70 lin.ft. | | 2.00 | 140.00 |
| | | | | $ 17,726.88 |
| Subtotal | | | | $ 177,658.50 |
| 10% Engr. & Cont. | | | | 17,765.50 |
| Total | | | | $ 195,424.00 |

Length of Roadway . . . . . 14.311 Miles

Length of Structures . . . . . 0.055 Mile

Total . . . . . 14.366 Miles

Cost of Roadway Per Mile . . . . . $111,847.32

Summary of Funds

| Descriptions | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $1,600,647.00 | $1,472,000.00 | $128,647.00 |
| Illumination | 9,790.00 | 9,000.00 | 790.00 |
| Structures | 195,424.00 | 180,000.00 | 15,424.00 |
| | $1,805,861.00 | $1,661,000.00 | $144,861.00 |

## GOSHEN-COTTAGE GROVE SECTION

## STATE WORK

### Signing

| | | | | |
|---|---|---|---|---|
| Sign Support Footings | All Required (7%) | | | $ 735.00 |
| Single Sign Support | All Required (22%) | | | 770.00 |
| Type "A" & "B" Signs in Place | 122 sq.ft. | $ | 6.50 | 793.00 |
| Type "C", "D" & "R" Signs in Place | 11 sq.ft. | | 3.65 | 40.15 |
| Type "E", "F", "G" & "M" Signs in Place | 9 sq.ft. | | 3.80 | 34.20 |
| | | | | $ 2,372.35 |

### Roadwork

| | | | | |
|---|---|---|---|---|
| Clearing and Grubbing | All Required (3%) | | | $ 900.00 |
| Ditch Excavation, Unclassified | 25 cu.yd. | $ | 3.00 | 75.00 |
| Trench Excavation | 10 cu.yd. | | 3.00 | 30.00 |
| 24-inch Culvert Pipe | 30 lin.ft. | | 8.00 | 240.00 |
| Guard Rail | 1,000 lin.ft. | | 2.50 | 2,500.00 |
| Rail End Pieces | 2 only | | 5.00 | 10.00 |
| Guard Rail Blocks | 80 only | | 1.50 | 120.00 |
| Extra Guard Rail Posts | 3 only | | 9.00 | 27.00 |
| Extra for Painting Rails | 100 lin.ft. | | 0.15 | 15.00 |
| | | | | $ 3,917.00 |

Total $ 6,289.35

GOSHEN-COTTAGE GROVE SECTION

Prestressed Beam Quantities

Bridge No. 7732A, Goshen Interchange O'xing

55' to 60' Type 3 Prestressed Beams

| | | | |
|---|---|---|---|
| Overhead | All Required | | $ 400.00 |
| Class AA Concrete | 8.40 cu.yd. | $40.00 | 336.00 |
| Metal Reinforcement | 910 lbs. | 0.14 | 127.40 |
| Prestress Wire | 704 lbs. | 0.50 | 352.00 |
| | | | $1,215.40 |
| | | USE | $1,200.00 |

70' to 75' Type 3 Prestressed Beams

| | | | |
|---|---|---|---|
| Overhead | All Required | | $ 400.00 |
| Class AA Concrete | 11.14 cu.yd. | $40.00 | 445.60 |
| Metal Reinforcement | 1,060 lb. | 0.14 | 148.40 |
| Prestress Wire | 1,200 lb. | 0.50 | 600.00 |
| | | | $1,594.00 |
| | | USE | $1,600.00 |

75' to 80' Type 3 Prestressed Beams

| | | | |
|---|---|---|---|
| Overhead | All Required | | $ 400.00 |
| Class AA Concrete | 11.33 cu.yd. | $40.00 | 453.20 |
| Metal Reinforcement | 1,065 lb. | 0.14 | 149.10 |
| Prestress Wire | 1,210 lb. | 0.50 | 605.00 |
| | | | $1,607.30 |
| | | USE | $1,600.00 |

RECEIVED
AUG 28 1967

I-5-3(60)175
6830

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 22, 1967

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-3(60)175, Goshen - Cottage Grove Section
Pacific Power & Light Company Utility Adjustment

We approve the agreement, as evidenced by the subject utility's letter dated June 12, 1967, as well as the plans and estimate transmitted with Mr. Litchfield's letter dated July 28, 1967. Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work, as indicated in the estimate, is satisfactory, providing the appropriate Civil Rights clauses are included. Reimbursement on an actual cost basis estimated to be $11,750 is approved.

This adjustment is to accommodate the latest design changes of access control in compliance with AASHO guide (Yellow Book) and it is understood that a credit for pole 10/6 will be given in accordance with our May 12, 1967 memorandum. No credit will be necessary for right of way pursuant to Mr. Litchfield's July 29, 1967 letter. The amended permit covering this adjustment should be approved by this office.

Our program memorandum dated March 6, 1964 authorized you to proceed with preparatory work for all utility adjustments to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective today. Approval and participation for the eligible portion of the work is subject to the provisions of PPM 30-4 dated October 15, 1966 and supplements thereto.

8-25-67
REFERRED TO
Young - Litchfield
BY ASST. STATE HWY. ENGR

RECEIVED
AUG 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 18 1967

Form CD-121 (11-63) (Prec. by A.O. 206-10) UNITED STATES GOVERNMENT

# Memorandum

KLAMBE

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
~~U.S. DEPARTMENT OF COMMERCE~~
~~BUREAU OF PUBLIC ROADS~~
Bureau of Public Roads
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 12, 1967

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Pacific Power and Light Company Adjustment

Mr. Cartwright's May 9, 1967 memorandum requested our authorization to proceed with acquisition of a replacement easement to accommodate the subject utility's relocation near station 300 on the captioned project. This relocation is now under X-Permit and it is understood that you are requesting the company to relocate outside of the newly established access control lines.

Our May 16, 1966 memorandum approved adding utility right of way acquisition to the subject project; however, it withheld authorization to proceed with Creswell Interchange acquisition pending certain documentation. Subsequently our June 24, 1966 memorandum authorized your acquisition of utility easements for the portion of the company's facility opposite stations 267 to 295+50. Mr. Cartwright's current request now appears to abandon the already acquired portion from stations 285 to 295+50. Furthermore, our September 12, 1966 memorandum authorized you to proceed with the adjustment of work including the portion from about stations 285 to 304+55. Of this portion X-Permit 11372 covers the area from stations 295+50 to 304+55. We will expect a reduction in your claim for participating costs or a credit for this portion of the adjustment to be applied to the eligible cost of the relocation in the southeast quadrant. X-Permit 11372 should be amended to delete the portion from stations 295+50 to 304+55.

You are authorized to proceed effective today with the actual acquisition for the parcel outlined in red shown in the attachment to Mr. Cartwright's letter at a total estimated cost of $500 as an added essential safety feature.

5-18-67
REFERRED TO
George Young
By Asst. State Hwy. Engr.

RECEIVED
MAY 15 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 30 1967
FORM B-1288X BCH 7-65
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE COPY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 21, 1967

Fred W. Hill, Member
Helix
I-5-3(60)175
6836

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon 97301

Dear Sir:

This is to advise you that work was completed on August 17, 1967, on Contract No. 6836, Goshen-Cottage Grove Section, in Lane County, in connection with Federal-Aid Project No. I-5-3(60)175.

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: 8-23-67

Conditions noted on above date:

NOTED
F. R. KLABOE

Young
8-29-67

None

JJH:

A. W. Parsons
Division Engineer

VG:vr
cc: Forrest Cooper
L. H. Young

RECEIVED
AUG 25 1967
STATE HIGHWAY ENGINEER

By: G. R. Brooks
District Engineer

RECEIVED
AUG 3 1967

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Bureau of Public Roads
477 Cottage Street NE.
Salem, Oregon 97301

I 5-3(60)175
6131

DATE: July 28, 1967

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. Fred Klaboe, Asst State Hwy Engr

In reply refer to: 08-35-DA/439

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Lane County - Pacific Highway
Goshen - Cottage Grove Section
Statewide Inspection-in-Depth
Asphaltic Concrete Pavement

NOTED
F. B. KLABOE

Transmitted herewith is subject inspection-in-depth performed by our personnel earlier this month. This is the third inspection-in-depth this year concerning the asphaltic concrete paving phase of construction. We are pleased to report that no major deficiencies were found and a follow-up inspection will not be required.

Enclosure
Subject Report

orig to morgan
copy to young
8-2-67

RECEIVED
AUG 1 - 1967
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

EIN# 35-67-EID(1)10

FORM PR-338 (REV. 10-68)

cc: OSHD (Klaboe) File 439
OSHD(Edwards) Admin Mgr
Region
Wash DC

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# CONSTRUCTION INSPECTION-IN-DEPTH REPORT

(PPM 20-6.1)

(Check appropriate one) ☐ ORIGINAL INSPECTION REPORT ☐ FOLLOWUP REPORT 68

| REGION | DIVISION | COUNTY | PROJECT NUMBER |
|---|---|---|---|
| 8 | Oregon | Lane | I-5-3(60)175 |

| DATE OF INSPECTION | PHASE(S) INSPECTED |
|---|---|
| 7-12-67 | Asphaltic Concrete Pavement |

INSPECTION MADE BY
Willis Grafe, Area Engr
Glenn K. Hossner, Area Engr
John J. Hegmann, Area Engr
M. S. Hawrylciw, Jr., Junior Engr

IN COMPANY WITH
H. E. Mayfield, Res Engr, OSHD
Wm. Beall, Div Asphalt Plant Inspector, OSHD

REPORT PREPARED BY
M. S. Hawrylciw Jr., Junior Engineer

PROJECT INCLUDES

☒ GRADING AND DRAINAGE ☒ BASE ☒ PAVING ☒ MAJOR STRUCTURES ☐ OTHER (Specify) Signing & Illumination

CONTRACTOR (Name and address)
Wildish Construction Co.
Box 1106
Eugene, Oregon 97401

CONTRACT AMOUNT
$ 1,396,376.45

PROJECT STATUS (% comp.)
80

LOCATION
Lane County - Pacific Highway, Goshen - Cottage Grove Section.
The northerly end of the project is about 3.5 miles south of the Willamette River Bridge at Eugene. The southerly end is at the north end of the Cottage Grove Interchange overcrossing structure, east of Cottage Grove.

REPORT FORMAT: (1) SUMMARY OF FINDINGS: (2) RECOMMENDATION (INCLUDING NEEDED FOLLOWUP ACTION); (3) DETAILED REPORT OF INSPECTION.

Inspection Time: 9 manhours (field)
8 manhours (office)
Travel Time: 12 manhours
Write-up Time: 3 manhours

GOSHEN - COTTAGE GROVE SECTION
LANE COUNTY - PACIFIC HIGHWAY
Part of Statewide Inspection - in - Depth
Asphaltic Concrete Pavement

A. Scope of Inspection

This inspection-in-depth consisted of an examination of the contractor's batching plant, paving equipment and operations,

(more)

and the office records. Paving was observed on Lines We, We, and Lwe of the Goshen Interchange. Also, the State's methods of inspection and sampling, frequency of testing, and documentation of test results were reviewed and discussed. The field notes taken on this inspection are on file in the Division office.

B. Findings and Recommendations

1. Surface Smoothness

Finding:

Project personnel stated that straightedge measurements of the pavement were being taken to assure compliance with the contract provisions. However, no record of these measurements was being maintained.

Recommendation:

Instructions should be issued to the field regarding the permanent recording of straightedging data. This coul l be in the form of a daily statement by the paving inspector denoting the location where straightedging was done and that the results were in compliance with contract provisions.

2. Asphalt Delivery

Finding:

No check is made on the tankers delivering asphalt to the plant to verify the weights on the invoice. The contract provisions are not clear on this point. However, it was agreed by all parties that a check should and will be made in the future.

Recommendation:

Instructions to the field now provide for checking of individual loads of asphalt received at the contractor's plant. They should be followed.

3. Aggregate

Finding:

Samples of aggregate are obtained from the asphalt extraction test. The size of sample thus obtained is not large enough to obtain a true indication of the

(more)

gradation of the aggregate. This situation is due to the fact that the contractor obtains his job-mix blend of aggregate by taking material from several sized piles at his commercial batch plant. This method of aggregate blending has given satisfactory results on this project, however, this makes it almost impossible to obtain a representative aggregate sample from the plant. There is also the possibility of mixing occurring between two adjacent piles when one of them is tapped for inclusion in the job-mix.

Recommendation:

Specification under Section 320-2.2 and 320-2.3 should be followed in producing the aggregate for asphaltic concrete. Clearer requirements for designated piles should probably be spelled out in the specification in future projects, particularly for commercial plants.

4. Batch Plant Scale

Finding:

Examination of the batch plant showed that the scale used in proportioning the job-mix did not have a seal to denote it had been checked. All parties agreed that this scale should be checked at the same time the other scales at the plant are checked.

Recommendation:

In the future this scale should be checked at the same time as the other scales at the plant and this particular scale should be checked as soon as possible before that time.

General Comments

The inspection team was satisfied that the asphalt concrete pavement was mixed and placed in substantial conformance with the contract plans and provisions with no significant deviation from good project procedures.

RECEIVED
JUL 31 1967

UNITED STATES GOVERNMENT

# Memorandum

I-5-3(60)175

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6836

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: July 27, 1967

In reply refer to: 08-35-DA

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section, Pacific Highway

Your letter of June 23, 1967 listed six items of work which you proposed to accomplish on the subject section with participating Interstate funds. Listed items and estimated costs, briefly, were:

| | | |
|---|---|---|
| 1. | Six-to-one slopes - Northbound rock and ditch slopes | $ 230,000 |
| 2. | Guardrail - Additional posts and tied-down ends | 170,000 |
| 3. | Signing and Lighting - Breakaway supports, protection, structure mounts, etc. | 200,000 |
| 4. | Structures - Widening for full-width shoulders on 17 overcrossings and bridges | 2,000,000 |
| 5. | Structures - Widening the SPRR and highway overcrossing structure at Goshen | 300,000 |
| 6. | Structures - Replacement of 6 undercrossing structures for greater horizontal or vertical clearance | 2,100,000 |

Under the provisions and recommendations contained in the Report of Special AASHO Traffic Safety Committee (Yellow Book) implemented by IM 21-11-67, dated May 19, 1967, the above Items 1, 2, 3, and 5 may be approved as Interstate work and you may proceed with programming these items. Item 2 will include flaring down and anchoring approach ends of guardrail runs protecting the motorists from the columns included under your Item 6.

Items 4 and 6 are not considered eligible because the small increase in safety realized from such items would not be commensurate with the high costs of the improvements. As you are aware, Federal Highway Administrator Bridwell stated at the AASHO Executive Committee meeting at Biloxi, Mississippi on June 20, 1967, "As to bridge widths and shoulder piers, reasonableness must prevail and the position of

(more)

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

the Federal Highway Administration is definitely not to delay lettings or shut down jobs, or to tear out and rebuild bridges."

Due to the status of work on subject project with completion imminent and due to the estimated cost of the eligible items ($900,000), we believe it more practical and in the public interest to prepare plans, specifications, and an estimate for a new contract for accomplishing this work.

RECEIVED
JUL 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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June 23, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97310

Dear Sir:

Re: Goshen-Cottage Grove Section
Pacific Highway, Lane County

Our attention has been called to the "Yellow Book", a recent AASHO publication concerning highway safety. In initiating a program to design our highway projects to comply with the safety features recommended by this book, we present the following list of items for your consideration on the above project:

1. 6:1 Slopes -

The existing northbound rock and ditch slopes are steeper than 6:1. To bring these up to the 6:1 slopes will cost approximately: $ 230,000

2. Median Barrier and Guardrail -

To place additional posts in the existing median barrier and guardrail and construct tie-down ends for the guardrail will cost approximately: $ 170,000

3. Signing and Lighting -

This work would include breakaway sign supports, guardrail protection, structure mounts, etc. The cost will be approximately $ 200,000

4. Structures -

There are 6 undercrossing structures on northbound lanes and 11 undercrossing structures on the southbound lanes that require widening to provide full width shoulders. The approximate cost is: $2,000,000

5. Structures -

The railroad crossing structure at Goshen requires widening to provide a 16-foot median and full shoulders. The cost for the structure work and grading and paving of the approaches is approximately: $ 300,000

6. Structures -

There are 6 overcrossing structures that have substandard horizontal clearance. Of these, 3 have substandard vertical clearance. The approximate cost to replace these structures is: $2,100,000

The total approximate cost for the above work is $5000,000.

As this project is currently under contract, we request your concurrence to proceed to negotiate with the contractor for price agreements for accomplishing this work or we request your concurrence for preparing plans, specifications and estimates for a new contract in the near future.

Your early attention to this request would be greatly appreciated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DLT:nn:fw srb

Form E-206—SM

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date ____ By /s/ W. E. Wirth
Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Goshen–Cottage Grove Date June 14, 1967

Highway Pacific Contract No. 6836

County Lane Prefix 620–1026

Contractor Wildish Construction Company F. A. Project No. I-5-3(60)175

Address P. O. Box 1106, Eugene, Oregon 98401 Order No. 9

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

**Description of work to be done:**

Adjust Guard Rail on exit end of bridges to line up with Bridge Hand rail. Patch holes with Class "B" A.C. where posts were moved.

NOTED
F. B. KLABOE

**Location by station numbers:**

$L^{s2}$ 74+50 Lt. & Rt., $W^{w}$ 85 Lt., $L^{s}$ 448 Rt., $L^{s}$ 464 Rt., $L^{s}$ 677+50 Rt., and $L^{s}$ 689+50 Rt.

**Estimate of quantities and cost:**

| | |
|---|---|
| Labor | $490.00 |
| Equipment | 130.00 |
| Contractor's Allowable 15% | 93.00 |
| Total | $713.00 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

We were instructed to make this change from the plans after a portion of the job was begun. This was ordered by Mr. J. B. Boyd, Assistant Division Engineer. Work was started Febr. 17, 1967.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $1,758,163.00 |
| Present estimate of project cost, including $713.00 for work under this order | $1,766,113.00 |
| Expected ~~XXXXXXXX~~ over-run amount | $7,950.70 |
| Expected ~~XXXXXXXX~~ over-run per cent | 0.45% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ W. E. Maxfield
Resident Engineer

Approval Recommended: /s/ John A. Bond for
Construction Engineer or ~~XXXXXXXXXX~~

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved: /s/ L. H. Young
~~XXXXXXXXX

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I-5-3(..) 1[illegible]

6826

To:

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 27, 1967

SUBJECT: Meeting with Wildish Construction Company Re: Rough Pavement
Goshen-Cottage Grove Section
Pacific Highway
AND
19th St.-Springfield City Limits Section

MEMO TO THE FILES

The following personnel attended a meeting to discuss remedial action necessary to eliminate existing rough pavement on the Goshen-Cottage Grove Section of the Pacific Highway and the 19th Street-Springfield City Limits Project:

WILDISH CONSTRUCTION COMPANY:

L. Wildish
N. Wildish
Wm. Freytag
Wm. Thomas

OREGON STATE HIGHWAY DEPARTMENT

H. E. Mayfield
Alfred Bates
Wm. Beal
J. B. Boyd
John H. Walker

NOTED
F. B. KLABOE

This meeting was held at the Wildish Construction Company offices in Eugene on March 24, 1967.

The main part of the discussion evolved around uniformity and laydown of the asphalt concrete mix. The rough pavement, as far as State personnel were concerned, was caused by variation in aggregate gradation, fluctuation in mix temperature at the time of placement, possible mechanical problems in the laydown machine as well as poor construction methods and workmanship. Some of the problems in mix variation could be attributed to interruptions caused by producing commercial mixes. This also caused interruption in the field laydown operation.

After discussing the problems, it was agreed that a concerted effort to correct them would be made. A meeting will be held with State Engineers, Inspectors, contractors and their operating personnel just prior to the resumption of the paving in order to discuss the operating methods. Both the State and contractor representatives believed this would help to eliminate many of the problems previously encountered.

The contractor was advised that work such as was done last fall would be considered unacceptable.

John H. Walker
Assistant Construction Engineer

JHW:fw

cc: F. B. Klaboe
L. R. Chandler
H. E. Mayfield
A. W. Bates

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MAR 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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6836

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March 8, 1967

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6836, the grading, paving, structures, signing, and illumination project on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County, is anticipated. Wildish Construction Company of Eugene is the contractor. The original project authorization was $1,641,236. The present anticipated cost is $1,758,163, indicating an overrun of $116,927 or 7.12 per cent. This is a Federal-aid Interstate project.

The major reasons for this overrun are necessary due to an increase in the contract bid items for equipment rental grading work and the addition of unanticipated extra work to the original contract. The equipment rental items overran due to a change in the roadbed slopes to conform to the latest design standards. This overrun amounted to more than $65,000. Extra work, including additional guardrail to conform to current safety standards, not anticipated prior to contracting, amounted to more than $49,000.

This request for an additional authorization will be presented to you at the March 14 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

DES:fp cm

FORM E-30 SON 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 3, 1967

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

SUBJECT: Overrun of Project Authorization
Goshen-Cottage Grove Section
Pacific Highway
Contract No. 6836

To:
Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

Attached is a report on an expected overrun of project authorization on the subject contract. This project for grading, paving, structures, signing and illumination is under contract to Wildish Construction Company of Eugene. The original project authorization was $1,641,236.00. The present anticipated cost is $1,758,163.00 indicating an overrun of $116,927.00 or 7.12 per cent.

The major reasons for this overrun are increases in the quantities for the equipment rental items and unanticipated extra work.

The equipment rental items overran due to a change in the design slopes from 4:1 to 6:1. The change was made without increasing the related grading bid items. This rental overrun amounts to over $65,000. Erosion control bid items increased over $12,000 due to the change in slope design.

Additional work added to the contract amounted to over $49,000 exclusive of anticipated items. The largest of these items was for construction of guard rail to conform to the latest safety design standards and amounted to over $19,000. The flattened slopes required additional pipe lengths, most of which was covered by Extra Work Order No. 4 for over $4,000.

The engineering will overrun approximately $40,000 due partly to the increased work in connection with the change in slopes. This contract involves a wide variety of different work, scattered throughout the project, much of the work being done concurrently, thus requiring additional personnel and increasing the engineering costs.

It is recommended that the project authorization be increased by $116,927.00. A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

DES:fp
Enc.
cc L. H. Young

Form No. E-373—10M—5-55

I-5-3(60)175 - OREGON STATE HIGHWAY DEPARTMENT

# Report on Expected Over-run of Project Authorization

Project Name Coshen - Cottage Grove  Date Feb. 28, 19 67

Highway Pacific  Contract No. 6836

County Lane  Kind of Work Sign, Illum, Grade, Pave, Strs  Contractor Wildish Construction Co.

Contract Amount $1,396,376.45

| Expected over-runs and under-runs in contract items: | Quantity | Unit Price | Amount |
|---|---|---|---|
| Major items, itemized: | | | |
| 10. Tractor & Dozer | 234.5 Hrs | 22.00 | 5,181.00 |
| 11. Scraper | 539 Hrs | 33.50 | 18,056.50 |
| 12. Blade Grader & Scarifier | 471 Hrs | 19.00 | 8,949.00 |
| 13. Front End Loader | 315.5 Hrs | 24.75 | 7,808.63 |
| 14. Dump Trucks | 1,190.5 Hrs | 13.75 | 16,369.38 |
| 15. Laborers | 1,537.5 Hrs | 6.25 | 9,609.38 |
| 59. Roadside Seeding | 37 Acre | 180.00 | 6,660.00 |
| 60. Roadside Mulching | 37 Acre | 74.00 | 2,738.00 |
| | | | - 1,113.79 |
| Minor items, unitemized algebraic total | | | |
| Subtotal | | | $ 74,158.10 |
| Approved work orders (Price, extra work and state force orders) | | | $ 108,139.37 |

| Expected over-runs and under-runs in work orders: | Amount |
|---|---|
| Major items, itemized: | |
| 3.F.O.# 4 Temporary signing, striping & Illumination | 2,100.00 |

APPROVED BY
STATE HIGHWAY COMMISSION
DATE 3-14-67

| | |
|---|---|
| Minor items, unitemized algebraic total | 81.12 |
| Subtotal | $ 2,181.12 |
| Authorization for engineering | $ 116,710.11 |
| Expected over-run or under-run of engineering authorization | $ 40,577.78 |
| Costs not included above (explain) P.A.# 17 (submitted but not yet approved) | $ 271.86 |
| Allowance for future contingencies (3.1875% of work remaining) | $ 20,691.60 |
| Credits to come from transfers and deductions (reimbursement from accident damages) | $ - 943.39 |
| Present estimate of project cost | $1,758,163.00 |

Brief Statement of principal causes of over-run: Overrun of items 10 to 15 & 50 to 65 caused by non-inclusion of quantities to change 4:1 slopes to 6:1. Engineering will overrun due to required staking for change to 6:1 slopes, closing of projected lines in Coshen Interchange, additional inspection necessary on equipment work and on extra work which was performed during winter months with a small crew, and on extra work to extend culverts which were not included in quantities (for 6:1 slopes).

**INSTRUCTIONS**

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $1,641,236.00 |
| Present estimate of project cost | $1,758,163.00 |
| Expected over-run (Amount) | $ 116,927.00 |
| Expected over-run (per cent) | 7.12% |

Space to right of this line is for use of Salem office.

Submitted by: H. E. Ingalsbe, Resident Engineer  Noted by: [signature], Construction or Bridge Engineer

Confirmed by: John Chapman, Division Engineer  Noted by: [signature], Deputy or Assistant State Highway Engineer

State Printing 86719

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6836

RONALD M. SOMERS
ATTORNEY AT LAW
108 E. FOURTH STREET
THE DALLES, OREGON
97058

P. O. BOX 618
PHONE 296-2161

February 27, 1967

State of Oregon
State Highway Department
Salem, Oregon 97310

RE: Westbar Company - Ann Foltz - Accident of December 30, 1966

ATTENTION: Mr. Alan H. Johansen
Staff Attorney

Gentlemen:

On February 20, 1967, I forwarded to you a check in the amount of $228, made payable to my client, Westbar Company, myself and the State of Oregon, and asked you to endorse it and return it to me.

This is a cause of action Westbar Company has as a result of damages to guard rails it was constructing on Highway Interstate 5 at Milepost 142.5. This damage occurred on the Wildish Construction Company Job under Oregon State Highway Contract No. 6836. My client has a subcontract on the job. It was my understanding that no state property or lighting or signing damage was involved in this job, and your project man told my client that he first had to recover from the negligent party before the State would consider making any payment. No claim has been turned in to the State for this damage.

Very truly yours,

Ronald M. Somers

RMS:FL

cc: Mr. Forrest Cooper
Mr. F. D. Morgan
Mr. G. E. Rohde

3-21-67
Johansen handling

RECEIVED
FEB 23 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RONALD M. SOMERS
ATTORNEY AT LAW
106 E. FOURTH STREET
THE DALLES, OREGON
97058

P. O. BOX 616
PHONE 296-2161

Marion

February 20, 1967

State Highway Commission
State of Oregon
Salem, Oregon

RE: Westbar Company - Ann Foltz - Accident of December 30, 1966

ATTENTION: Mr. Cooper

Gentlemen:

Enclosed herein you will find a check in the amount of $228, made payable to my client, Westbar Company, myself and the State of Oregon. Please cause this check to be endorsed and returned to me.

This was an automobile accident occurring on December 30, 1966, wherein guard rails belonging to my client were damaged and for which the State has not paid my client. This is an incompleted highway contract.

Very truly yours,

Ronald M. Somers

RMS:FL

Enc.

orig & 1 sent 2-23-67

2-21-67
Check #31231, amt $228
to Westbar Co. re Ann Foltz
Acc. #file

RECEIVED
FEB 21 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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FEB 27 1967
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-3(60)175
6836

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 24, 1967

Ronald M. Somers
Attorney at Law
106 E. Fourth Street
The Dalles, Oregon 97058

Re: Westbar Company
Ann Foltz
Accident of 12/30/66

Dear Mr. Somers:

Your letter of February 20, 1967 addressed to the Highway Commission, attention of Mr. Cooper, relating to the above accident, has been referred to the undersigned.

Your client, Westbar Company, is of course familiar by name to many persons within the department. However, you did not mention the name of the project or the location where this accident took place. It is possible that your client may currently be engaged in subcontracting or supplying materials for a number of different highway construction projects in various parts of the state.

Can you please advise us as to the location here involved? We have been unable to find any record in this office of the accident to which this matter refers.

In instances where facilities are damaged by traffic in highway construction areas, the matter of collection from the responsible party and allocation of cost between contractor and the state might be handled in any of several possible ways, depending upon various factors including the terms of the particular contract in question.

Accordingly, we do not feel that we can cause the check which you transmitted to be endorsed until we gain some information from our field personnel as to exactly what has transpired. To do this, we of course will have to know which project is involved.

Your cooperation in supplying this information will facilitate the proper handling of this matter. Thank you for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw
cc: Forrest Cooper
F. D. Morgan
G. E. Rohde

NOTED
FORREST COOPER

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FEB 24 1967
OFFICE OF
STATE HIGHWAY ENGINEER

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SP°23657-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1967

SUBJECT: Inspection of A. C. Pavement as to Condition and Ride
Goshen-Cottage Grove Section
I-5

To:
Mr. F. D. Morgan
Construction Engineer
OFFICE

As a follow-up to F. B. Klaboe's letter of January 25, 1967, the pavement on the subject section was inspected for both condition and ride on February 23, 1967. Dave Glenn, Harley Mayfield, Bob Marlton and myself made the inspection. Attached find a straightline sketch which shows the completed and uncompleted portions along with notes regarding conditions found.

At the area of the Goshen Interchange, the completed portions as shown in red had a fair ride except for grade settlements as noted and rough tapers. The uncompleted portions of this area as shown in green have what is considered a somewhat rough ride and some areas need additional patching before the top lift of AC is placed.

Proceeding south from the Goshen Interchange, there is an uncompleted section of approximately two miles which has been patched but needs additional patching to smooth out rough and wavy areas prior to placing the top lift of pavement.

Continuing south, a section of some 8.5 miles has the top lift in place. The first 3.3 miles of this section has a fair ride except for some rough construction joints. The remainder of the section rides fairly well with exception rough joints, about a 600-foot wavy and rough section which needs overlaying and some observed choppy areas mainly at its southerly end.

The last 2.9 miles has been patched but does not have the top lift in place. There are a few spots where additional patching would be of definite benefit to obtain a smoother ride.

The following is considered necessary to assure a satisfactory final product:

1. The grade settlements at the Goshen Interchange be fully investigated and corrected before being accepted. This may entail some excavation and backfill.

2. Perform additional patching and smoothing, preferably with a fine mix, as is necessary to remove roughness and wavy conditions.

3. Smooth up transverse construction joints by burning, blading, skin patching or by other means as required to obtain a smooth ride.

4. Require that the top lift or overlay is placed in a proper and workmanship manner. To be sure this is done, it is believed a meeting between the contractor, Resident Engineer and Division personnel should be held prior to any paving being placed.

There appears to be ample evidence that a smooth and continuous paving operation has not been obtained in the past. A discussion with the contractor in which he is advised that unless he can provide a smooth continuous operation with a uniformly graded mix and at a constant temperature, the work will not be acceptable.

Resident Engineer Mayfield and his inspector Mariton agree with the above. Division personnel were advised of this inspection but were unable to attend. The findings will be discussed with them in the near future.

John H. Walker
Assistant Construction Engineer

JHW:fp
Attach.
cc: F. B. Klaboe
L. R. Chandler
H. B. Mayfield

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FEB 27 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-306—8M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date JAN 18 1967
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Goshen-Cottage Grove Date January 17, 1967

Highway Pacific Contract No. 6836

County Lane Prefix 620-1026

Contractor Wildish Construction Co. F. A. Project No. I-5-3(60)175

Address P. O. Box 1106 Eugene, Oregon Order No. 8

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

(A) Cleaning and refinishing concrete surfaces of the old structure as necessary to make them match the surfaces of the new portion in general appearance.
(B) Pump grout around 8 post-tensioning rods to fill oversize holes drilled to accommodate them.
(C) Remove and repair damaged end post on southeast corner of structure.

Location by station numbers:

Bridge No. 7732B

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FEB 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $1,000.00 |
| Equipment | 250.00 |
| Materials | 150.00 |
| Contractor's allowable 15% | 210.00 |
| Total | $1,610.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
Concrete to be finished under this order is concrete not placed by the contractor as a part of this project. Holes for stress rods drilled oversize to permit accurate spacing over their 5 feet of length. End post damaged by the travelling public (motorist unknown). Maximum equipment rates allowable per A.G.C. State Agreement. Percentage allowed contractor is in accordance with executed contract for this job. Estimated starting date February 1, 1967.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $ 1,641,236.0 | |
| Present estimate of project cost, including $ 1,610.00 for work under this order | $ 1,700,733.41 | |
| Expected ~~under-run~~ over-run amount | $ 59,497.41 | |
| Expected ~~under-run~~ over-run per cent | 3.63% | |

Submitted by: /s/H.E. Mayfield by E.H.Jones
Resident Engineer

Approval Recommended: /s/ John A. Bond for
Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd
Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer. ~~Assistant State Highway Engineer~~ or Office Engineer.

State Printing

Printed 2-7-67

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FORM E-BOX—SOM—7-66
DEC 20 1966
FOR FILING

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SP*13687-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
December 15, 1966

SUBJECT:

To: MEMO TO THE FILE

The purpose of this letter is to advise the file that based upon a discussion with the Bureau of Public Roads, Mr. Bruce Boyd of the Division office in Roseburg was requested to delete three steel "exit" sign supports on the Goshen-Cottage Grove shoulder slope project (Contract No. 6836). Three signs are involved and a total of three steel posts together with concrete footings that would have normally been placed in the gore area.

For safety reasons we are not using steel posts in gore areas on current sign contracts. As an interim device we are installing single 6' x 6' posts to support the exit signs. As soon as the details can be worked out, we will return to these wood posts and drill slots on the neutral axis to provide an additional safety measure in the form of a "breakaway" type wood post.

Mr. Boyd was asked to delete the three steel posts and footings and to substitute 6' x 6' wood posts. This arrangement has the verbal approval of Mr. Gordon Brooks of the Bureau who indicated that they will participate in the cost of the change.

If the steel posts have been ordered, it was suggested to Mr. Boyd that the State stockpile the three posts and use them at a future date.

L. E. George
Assistant Traffic Engineer

LEG:mk

cc: Tom Edwards
F. D. Morgan
L. R. Chandler

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DEC 19 1966
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
DEC 13 1966
FOR FILING
I-5-3(10)125
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December 12, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Your File 08-35.7
Pacific Highway I-5
Goshen-Cottage Grove Section
Goshen Interchange
Southbound Structure
Contract No. 6836
Price Agreement No. 6
Extra Work Order No. 6

Dear Sir:

Spans 5 and 6 were designed as simple spans, although the deck and beams are poured continuously at the bent. The design was reviewed during the construction period and it was decided to add negative moment steel for the following reasons:

1. To keep any cracks in the deck to a minimum throughout the negative moment area, thereby reducing the possibility of water seeping through to the reinforcing steel and eventually staining the underside of the deck.

2. To insure against the development of serious cracks in the high shear area of the longitudinal beams with resultant reduction in shear capacity.

We feel that the nominal cost of the additional reinforcing steel is well justified and ask that you review your decision and allow this as a participating item.

Very truly yours,

Enc.

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
L. H. Young
C. H. Maison (enc.)
LLW:mb ja

Form CB-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

E Swanda

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 5, 1966

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section

Returned herewith are Price Agreement No 6 and Extra Work Order No. 6 which are not approved for Federal participation.

These agreements are to cover the cost of providing additional reinforcement steel over Bent 6 of the southbound structure at Goshen Interchange. During construction it was found that heavy negative moment resisting reinforcement steel was not provided over Bent 6 and the additional reinforcement steel was ordered for that purpose. It is the opinion of this office that the two adjacent spans were designed as simple spans and no heavy negative reinforcement steel was required. For this reason we cannot approve these orders.

Enclosure

Ivan Fourmont
were they or
were not they

Copy - Hopkins
L. H Young

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM DEC 7 - 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
DEC 12 1966
FOR FILING

I-5-3 (60) 175
6836

December 9, 1966

5189

Ms. Joyce Glass
Creswell Public Schools
Box 67
Creswell, Oregon

Dear Ms. Glass:

This will acknowledge your letter of November 30 concerning signing for the construction area on Interstate 5 between Goshen and Creswell.

The work on this section is being done by a contractor, not by State forces. The contractor is responsible for providing adequate signing. We will continue to work with him to the extent that the signing will be such that hazards will be reduced to a minimum.

I wish to thank you for your interest in safety on our highways.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. B. Klaboe (enc.)
F. B. Crandall
F. D. Morgan (enc.)
L. R. Chandler (enc.) - Please be sure that the contractor uses adequate signs on this project.

VPJ:ji/TE:ja

CRESWELL PUBLIC SCHOOLS
DISTRICT 40
Box 67 - Creswell, Oregon

BOARD OF DIRECTORS
RICHARD MARTIN, CHAIRMAN
GEO. ROSS
PEYTON NELSON
ROBERT SLY
WILLIAM MARKLEY
HUBERT DERSHAM
CARL EHRICH
ALFRED C. JOHNSON
SUPERINTENDENT-CLERK

Nov. 30, 1966

Mr. Thomas Edwards
Head Engineer
State Highway Dept.
Salem, Oregon

Dear Sir;

We, as teachers are concerned about the safety of driving on Interstate 5 from Goshen to Creswell each morning.

During this time we must contend with the fog and the highway dept. working without proper warning signals.

This morning, one flag man stood half way along side of the cones on the right lane holding a "slow" sign. The "Men Working" signs were up against the first cone, and there were no warning lights blinking. Is this the proper warning?

One teacher almost hit the flagman and equipment but because no one was directly across in the left lane was able to swing into it and thus avoid an accident. Another teacher, tried to swerve to miss it when coming upon the highway equipment so suddenly, but didn't make it and collided with the car in front of her. Speed of the cars were 50-60 miles per hour.

There have been similar incidents, could we have some help on this matter.

Sincerely,

RECEIVED
DEC 5 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Bud Geo 9th
RS

RECEIVED
DEC - 5 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 5 1966
TRAFFIC ENGINEERING

P. Gluvaker Joyce Glass
Gayle Knighton Stephan K. Magee
Marie Bloom
Rose Vogelstrom Sandra L. Olsen
Laura N. Zink
Norman A Longworth

5189

4-208—634

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

NOV 28 1966 Dist. Engineer

Project Name Goshen-Cottage Grove Date December 1, 1966

Highway Pacific Contract No. 6836

County Lane Prefix 620-1026

Contractor Wildish Construction Co. F. A. Project No. I-5-3(60)175

Address P.O. Box 1106 Eugene, Oregon Order No. 7

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Restore Illumination at Seavy Loop entrance to Hwy. 58.

Location by station numbers:

WW 84+20 to 88+51 on left.

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $ 51.00 |
| Equipment | 21.22 |
| Materials & Supplies | 48.59 |
| Total | $ 120.81 |

RECEIVED DEC 2 1966 STATE HIGHWAY ENGINEER

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This work was performed on an emergency basis to alleviate a hazardous condition.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization . . . . . | $1,641,236.00 |
| Present estimate of project cost, including $ 120.81 for work under this order | $1,670,363.60 |
| Expected ~~under-run~~ over-run amount . . . . . | $ 29,127.60 |
| Expected ~~under-run~~ over-run per cent . . . . . | 1.77 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. E. Mayfield, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved: /s/ L. H. Young, ~~Bond~~ ~~Construction~~ ~~Engineer~~ Office Engineer.

3P*33877-734

Filed 12-20-66

RECEIVED
NOV 10 1966
FOR FILING

Form CD-121 (11-65) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

6826

KLAPOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: November 3, 1966

In reply refer to: 08-35.DA-3

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section
Pacific Highway
State Force Order No. 4
Total Estimated Amount of the Order - $2,100.00
Federal Participation - $1,890.00

Reference is made to Mr. Young's letter of October 11, 1966 concerning the subject order.

We are approving the use of State Forces as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special striping equipment, materials and trained personnel to perform the work most economically.

Temporary striping, signing and illumination should be in conformity with the requirements of the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of Paragraph 6 of PPM 21-15.

Reimbursement is to be made on an actual cost basis. The estimated total costs of the work to be done under this order is $2,100.00 with Federal participation of $1,890.00.

Attachment

REFERRED TO
Young
Asst. State Hwy. Engr.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

original to Young
11-9-66

Form A-108—6M

APPROVED
Contingent upon modification of project agreement if additional funds are required.
SEP 22 1966
The Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 4

Project Name Goshen-Cottage Grove Date Sept. 22, 1966

Highway Pacific Contract No. 6836 F. A. Project No. I-5-3(60)175

County Lane Prefix 620-1026 Account No. 274,277,278-04

**Description of Work To Be Done:**

Temporary signing, striping, and illumination

**Location by Station Numbers:**

For temporary traffic pattern at Goshen Interchange

**Estimate of Quantities and Costs:**

| | |
|---|---|
| Signing | $1,150 |
| Sign Bridge Illumination | 400 |
| Striping | 100 |
| Illumination | 450 |
| Total | $2,100 |

**Explanation:**

No allowance for this work in project authorization

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $1,641,236.00 | |
| Present estimate of project cost, including $2,100 for work under this order | $1,656,816.85 | |
| Expected ~~under-run~~ over-run (amount) | $15,580.85 | |
| Expected ~~under-run~~ over-run (per cent) | 0.95 | |

Submitted by: /s/ H. E. Mayfield, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II Asst. Division Engineer

Approved: /s/ L. H. Young ~~State Bridge Engineer or State Highway Engineer~~ Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

RECEIVED
NOV 10 1966

FOR FILING I-5-3(60)175

Form CD-121 (11-63) (Prea. by A.O. 206-10) UNITED STATES GOVERNMENT

# *Memorandum*

ILLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO 6836 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 3, 1966

In reply refer to: 08-35.DA-3

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section
Pacific Highway
State Force Order No. 5

Reference is made to Mr. Young's letter of October 19, 1966 concerning the subject order.

We are approving the use of State Forces as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special striping equipment and trained personnel to perform the work most economically.

Striping to be performed should be in conformity to the requirements of the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of Paragraph 6 of PPM 21-15.

Federal participation will be based on the agreed unit price for striping. The estimated total costs of the work to be done under this order is $2,801.83 with Federal participation of $2,521.65.

Attachment

REFERRED TO
Young
BY ASST. STATE HWY. ENGR.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

original to Young
11-9-66

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date 1966 By
Title
U.S. Bureau of Public Roads

Form A-106—936

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 5

Project Name Goshen-Cottage Grove Date Oct. 11, 19 66

Highway Pacific Contract No. 6836 F. A. Project No. I-5-3(60)175

County Lane Prefix 620-1026 Account No. 278-05

**Description of Work To Be Done:**

Permanent Striping.

**Location by Station Numbers:**

Throughout Project.

**Estimate of Quantities and Costs:**

| | | |
|---|---|---|
| Solid Yellow 4-inch Barrier Line<br>0.41 mi. @ $60.00/mile | = | $ 24.60 |
| Solid White 3-inch Shoulder Line<br>37.84 mi. @ $46.00/mile | = | 1,740.64 |
| Skip White 4-inch Lane Line<br>16.71 mi. @ $29.00/mile | = | 484.59 |
| Incidental Interchange Pavement Legends<br>24 hrs. @ $23.00/hour | = | 552.00 |
| | | $2,801.83 |

Explanation:
Contractor not equipped to perform this type work. State has trained personnel and specialized equipment and can do work more economically than by contract. Work covered by this order was started September 2, 1966.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $1,641,236.00 |
| Present estimate of project cost, including $ 2,801.83 for work under this order | $1,670,262.55 |
| Expected over-run (amount) | $ 29,026.55 |
| Expected over-run (per cent) | 1.7686% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. E. Mayfield, Resident Engineer

Approval Recommended: /s/ John A. Bond, for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved: /s/ L. H. Young, Office Engineer.

This order does not constitute authority for expenditures until approved by the Deputy or Assistant State Highway Engineer.

State Printing

STATE COPY

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date OCT 20 1966 G. L-P T. Dan
Title Eng. Coordinator
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Goshen-Cottage Grove Date October 31, 1966

Highway Pacific Contract No. 6836

County Lane Prefix 620-1026

Contractor Wildish Construction Co. F. A. Project No. I-5-3(60)175

Address P. O. Box 1106, Eugene, Oregon Order No. 6

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Perform extra work in placing of additional reinforcing steel.

Location by station numbers: $L^{S2}$ Sta. 74+12

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $ 70.20 |
| Equipment | 25.80 |
| 15% Allowance | 14.40 |
| Total | $110.40 |

RECEIVED
DEC 19 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Work being paid for by this order is that which is above the normal required to place 3,672 lbs. of reinforcing steel. Extra effort required because this extra steel had to be threaded through steel that was already placed in accordance with the plans.

1. Maximum equipment rental rates allowable as per A.G.C. agreement.
2. Percentage allowed contractor is in accordance with executed contract for this job.

Work started 8-30-66. Prior approval, L. L. Wallace, 8-29-66

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $1,641,236.00 | |
| Present estimate of project cost, including $110.40 for work under this order | $1,669,598.79 | |
| Expected over-run amount | $ 28,362.79 | |
| Expected over-run per cent | 1.728 | |

Submitted by: /s/ H. E. Mayfield
Resident Engineer

Approval Recommended: /s/ John A. Bond for
Construction Engineer or

Approval Recommended: /s/ John Quiner II
Asst. Division Engineer

Approved /s/ L. H. Young
Deputy State Highway Engineer.
Office Engineer.

12-20-66

State Printing

RECEIVED
OCT 31 1966
FORM E-30X—50M—8-66 SP°23500-734
FOR FILING

I-5:3(6)175
64:1

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 26, 1966

To: MEMO TO THE FILES

SUBJECT: Inspection of Base Rock Placement
With B.P.R. Personnel
Goshen-Cottage Grove Section
Pacific Highway

On Monday, October 24, 1966, W. N. Bryant and J. Hegmann of the Bureau of Public Roads and myself went to the subject project where we met with John Quiner and Harley Mayfield to view and discuss the segregation problem in base rock placement.

The problem, it appeared, had been virtually eliminated and the Bureau personnel were assured that any segregation occurring in the aggregates during the base rock placement would be corrected either by removal and replacement or by reprocessing of the material.

NOTED
F. B. KLABOE

John H. Walker
Assistant Construction Engineer

JHW:fp

cc F. B. Klaboe
L. R. Chandler
H. E. Mayfield

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 7 1966
OSHD (Maboe)
OSHD (Edwards)
Region
Wash DC

10-12-66

FOR FILING
I-5-3(60)175

FORM PR 57A (REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# PROJECT STAGE INSPECTION REPORT
~~INTERMEDIATE CONSTRUCTION INSPECTION REPORT~~
*(PPM 20-6.1)*

| REGION NO. | REPORT NO. | COUNTY | STATE |
|---|---|---|---|
| 8 | 2 | Lane | Oregon |

| DATE OF INSPECTION | INSPECTION MADE BY | PROJECT NO. |
|---|---|---|
| 10-12-66 | J. J. Hegmann, Area Engineer | I-5-3(60)175 |

IN COMPANY WITH
H. Mayfield, Res Engr(OSHD)

| QUALITY OF WORK | PROGRESS OF WORK | TIME ELAPSED | WORK COMPLETED |
|---|---|---|---|
| Unsatisfactory | Satisfactory | 32 % | 43 % |

REMARKS (1) COMPLETED WORK; (2) WORK IN PROGRESS; (3) COMMENTS AND RECOMMENDATIONS

COSHEN - COTTAGE GROVE SECTION
PACIFIC HIGHWAY
Grading, Paving, Structures, Signing, & Illumination

* Phase Inspected: PLANT-MIX STONE BASE

1. SCOPE OF INSPECTION

This inspection covered observation of the plant-mix stone base laydown operations, observations of the mixing and loading operations at the contractor's off-site plant, and review of certain project records maintained at the State's field laboratory at the plant site.

2. FINDINGS AND RECOMMENDATIONS

a. Finding

State laboratory testing and reports indicate that the 1 1/2 - 0" size aggregate being produced by the contractor is substantially meeting pertinent contract requirements at his commercial plant.

b. Finding

Observation of the truck loading operations at the plant and the unloading operations on the grade indicates that there is some segregation of material in the hauling units. Observation of the base laid by the Jaeger Aggregate Spreader and compacted by a vibrating steel-wheel roller indicates that the material in place is intermittently segregated and not of the quality required under Article 204-3.1 of the Supplemental Standard Specifications of the contract.

Recommendation

The segregated material is not acceptable and the contractor should be required to reprocess, relay and recompact it, remove it from the roadway and replace it with acceptable material, or otherwise furnish an acceptable finished product.

Copy to Maboe 11-28-66

NOTED
F. B. KLABOE

RECEIVED
NOV 3 1966

EDITION OF 5-66 MAY BE USED

c. Finding

One of the two small air-actuated vibrators on the aggregate spreader strike-off was inoperative and the other was producing only a very slight vibration.

Recommendation

The contractor should be required to replace the vibrators or otherwise make them effectively operative as required in the Supplemental Standard Specifications, Section 204.

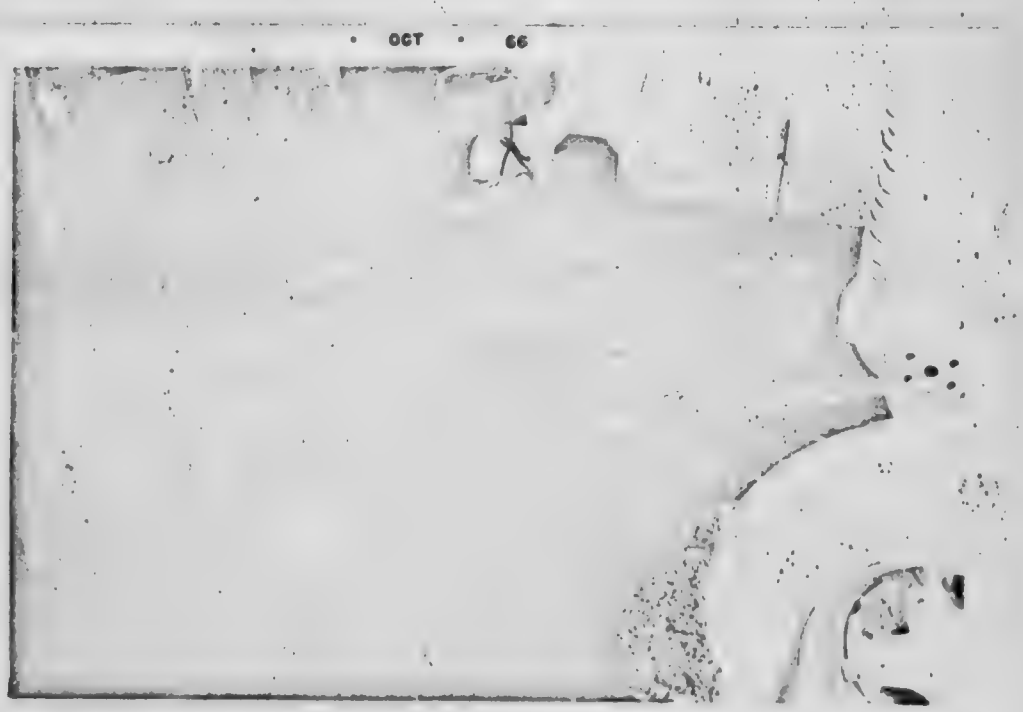
3. GENERAL COMMENTS

The findings were discussed during the inspection with Resident Engineer Mayfield. Subsequently on October 24, the base operations were again inspected at the project site and plant by the writer: Mr. Mayfield, Resident & Locating Engineer, John J. Walker, Assistant Construction Engineer and J. Quiner, Assistant Division Engineer, OSHD. Find(s) was discussed and studied. Base aggregate currently being placed looked more uniform, and the contractor has been and is being required to either remove the laid base in segregated areas or tear it up and reprocess and lay it with a grader. At the plant it was suggested that the contractor leave more pugmill mixed aggregate in the gate above his hauling units between loadings to alleviate a small surge of coarse rock when the continuous pugmill is recharged and the loading gate opened. It was also suggested he consider raising the outlet end of the pugmill to keep it more "loaded".

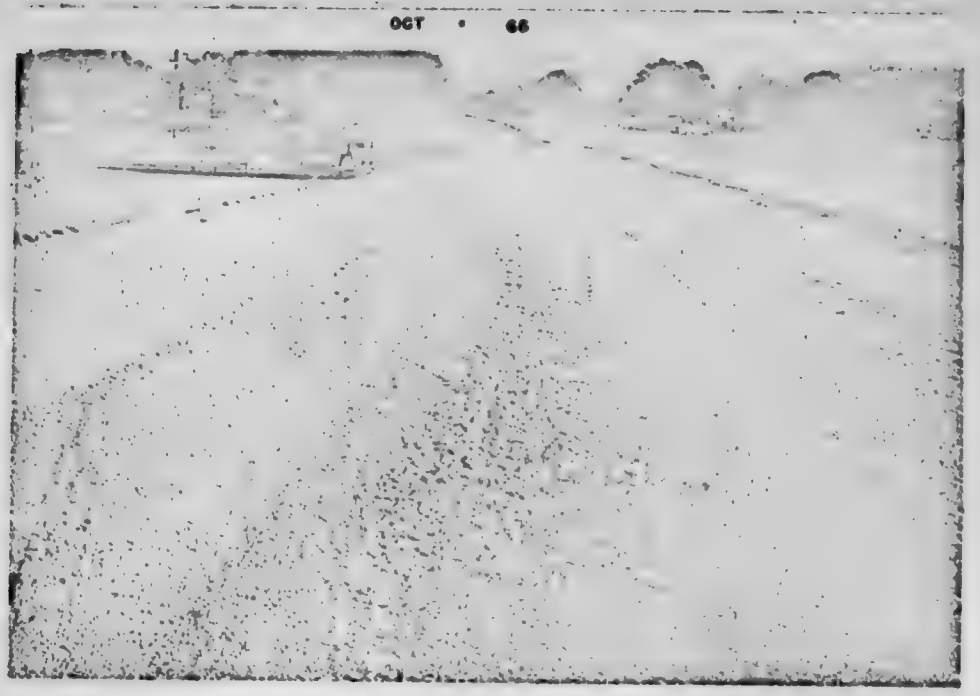
The strike-off vibrators discussed in Finding (c) were made operative following the writer's October 12 inspection. The deficiencies noted and discussed above have been or are being satisfactorily resolved. No followup action is considered necessary by the writer other than normal monthly contact inspections during which reinspection of any base operations underway will be made.

The photographs on the attached sheets which were taken on October 13 by the writer show the aggregate spreader, the general condition of the base laid on the 12th and 13th, and the local segregation evident in two selected areas.

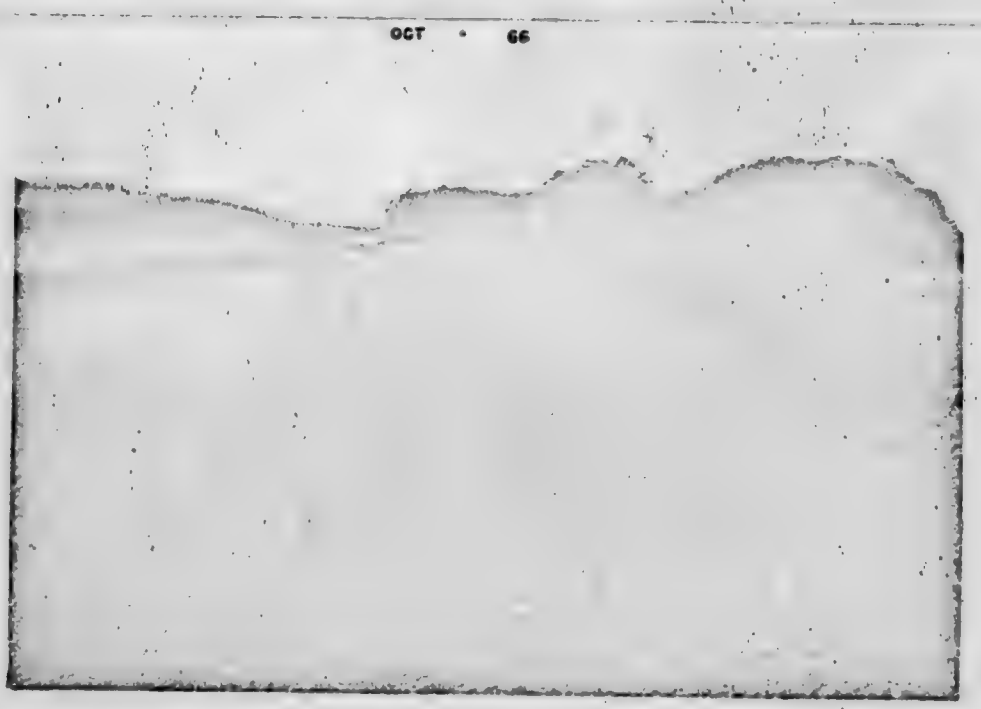
Jaeger aggregate spreader used to lay pugmill-mixed stone base




Right strike-off of aggregate spreader. Note air vibrator in center of photo. Tractor parked to right is not associated with aggregate spreader behind spreader.

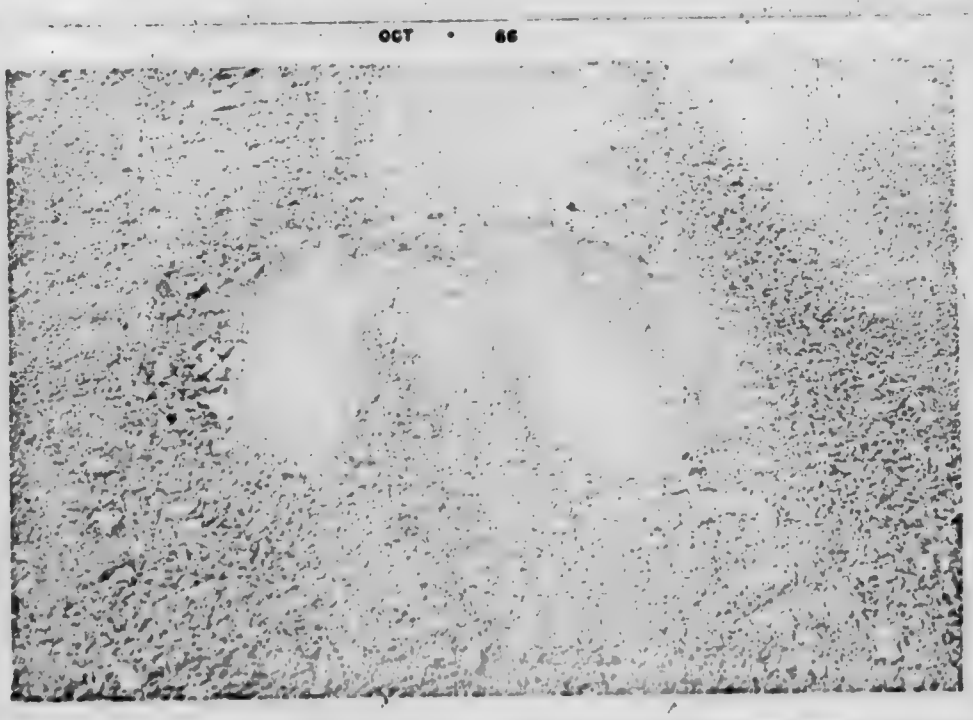



Recently laid base looking east on WW line
near Sta 70.




Recently laid base looking east on WW line
near Sta 70.

Segregated base near Sta 70 on WW line with "rock pocket" on right. Pencil for comparison is 6" long. Each hole is approximately 5" deep.




Segregated base in another area similar to above.

RECEIVED
OCT 27 1966

STATE COPY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID H. STIMPSON, MEMBER
PORTLAND

I-5-3(6) 175
6431

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 10, 1966

Mr. A. W. Parsons,
Division Engineer
Bureau of Public Roads
477 Cottage Street N.E.
Salem, Oregon

Subject: Goshen-Cottage Grove
Section
Pacific Highway
Project 1-5-3(60)175

Dear Sir:

The construction in the vicinity of the Goshen Interchange necessitated a temporary traffic pattern which utilized a part of the "W E" line while the southbound lanes were being constructed. The particular section of the "W E" line which is being utilized has not had traffic on it prior to paving. Due to the lateness of the season and the lack of traffic, it was considered desirable to delete the binder course from approximately 1,000 feet of this line. This deletion represents a small part of the total quantity of binder course on the project. Because of this, a price agreement was not prepared to document this deletion.

We now ask your concurrence and approval of this minor revision in the typical section for the "W E" line.

Very truly yours,

F. D. Morgan,
Construction Engineer

By G. L. Decker

G. L. Decker,
Asst. Construction Engineer

10-26-66
REFERRED TO
By Asst. State Hwy. Engr.

DES:fr

APPROVED DATE 10-27-66
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads
By _____ Title District Engineer

RECEIVED
SEP 23 1966

Form CD-121 (11-53) (Prev. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

6836

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 19, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section
Pacific Highway
Extra Work Order No. 5

We are returning an approved copy of Extra Work Order No. 5 covering fencing repair on the subject project. It is noted that the project plans indicate fence repair work along the northbound lanes at approximately stations 157 and 450. The fence along both these areas was previously repaired under projects I-5-3(14)81 and/or I-5-3(18)175. Therefore, our approval of this Extra Work Order is with the understanding that participation will be limited to areas not previously fenced under Interstate projects.

Enclosure

REFERRED TO Young Wlsncl.
By Asst. State Hwy. Engr. 9-23-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form R-306—5M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED *
Contingent upon modification of project agreement if additional funds are required.
Date SEP 8 1966 By [signature] Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Goshen-Cottage Grove Date Sept. 6, 1966

Highway Pacific Contract No. 6836

County Lane Prefix 620-1026

Contractor Wildish Construction Co. F. A. Project No. I-5-3(60)175

Address P. O. Box 1106 Eugene, Oregon Order No. 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair Fencing.
Such as: Add wire, posts, stabilizer wires, tighten existing wires.

* APPROVAL LIMITATION AS SPECIFIED IN LETTER, 9-19-66, BROOKS TO COOPER.

Location by station numbers:

Throughout project where directed by Engineer.

Estimate of quantities and cost:

| | |
|---|---|
| Materials | $ 1,500.00 |
| Equipment | 400.00 |
| Labor | 3,600.00 |
| Total | $ 5,500.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Project Authorization includes "Repair Fencing" $ 5,500.00.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $1,641,236.00 | |
| Present estimate of project cost, including $ 5,500.00 for work under this order | $1,669,292.98 | |
| Expected ~~underrun~~ over-run amount | $ 28,056.98 | |
| Expected ~~underrun~~ over-run per cent | 1,709.5 | |

Submitted by: /s/ H. E. Mayfield, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ John Quiner II, Asst. Division Engineer

Approved /s/ L. H. Young, Office Engineer.

State Printing

RECEIVED
SEP 16 1966

FOR I-5-3(60)175

Form CO-121 (11-63) (Prec. by A.O. 201.10)

UNITED STATES GOVERNMENT

# *Memorandum*

KLAMATH

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 6836 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 12, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Pacific Power and Light Company Utility Adjustment

Our memorandum dated June 15, 1966 approved the plans and estimates for the subject adjustment and authorized you to proceed with the work.

We now approve the revised estimate submitted with Mr. Litchfield's August 19, 1966 letter and you are authorized to proceed with the additional work involved in the relocation of the transmission line described therein.

Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work is satisfactory.

The stipulation regarding access permits contained in our June 15, 1966 letter is no longer applicable. An X-permit was approved by this office on September 7, 1966.

REFERRED TO
Young - Litchfield
BY ASST. STATE HWY. ENGR.
9-15-66

RECEIVED
SEP 1 1 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 11 1966
FOR FILING

# THE ASSOCIATED GENERAL CONTRACTORS
*of America, Inc.*

OREGON COLUMBIA
CHAPTER

1008 N. E. MULTNOMAH ST. • SHERATON MOTOR INN
PORTLAND, OREGON 97232

August 9, 1966

Mr. Robert Wiener, Officer In Charge
National Labor Relations Board
Sub-Region 36
612 Lincoln Building
208 S. W. Fifth Avenue
Portland, Oregon 97204

Dear Sir:

A question has been raised as to the application of and work affected by the Labor Agreement between the Hoisting & Portable Engineers Union Local 701 and Wildish Construction Co. with respect to a material source known as the Glass Bar near Eugene, Oregon.

The Glass Bar is a state owned material source made available to Wildish Construction Co. through their highway construction contract with the Oregon State Highway Department.

Both Mr. Fred Klaboe, Assistant State Highway Engineer, Oregon State Highway Department, and the Associated General Contractors have determined that work performed at the Glass Bar Site is subject to Davis-Bacon predetermined wage rate provisions of the construction contract and is heavy construction work covered by the Labor Agreement between the Associated General Contractors and Local 701 to which Wildish Construction Co. is signatory.

Sincerely,

OREGON-COLUMBIA CHAPTER
ASSOCIATED GENERAL CONTRACTORS

KENNETH W. TWEDT
Labor Relations Manager

NOTED
F. B. KLABOE

RECEIVED
AUG 10 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 10 1966
OREGON
STATE HIGHWAY COMMISSION

KW/T:rca
cc: Wildish Construction Co.
Mr. Fred Klaboe, Asst. State Highway Engineer
Mr. P. R. Wages, Local 701

RECEIVED
JUL 27 1966
FOR ... I-5-3(60)175

Form CD-121 (11-63) (Prev. Ed. A.C. 202-10) UNITED STATES GOVERNMENT

# Memorandum

6836

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 21, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Pacific Power & Light Company Utility Adjustment

Mr. Litchfield's July 15 letter requests our authorization to proceed with actual acquisition of utility right of way necessary for the subject utilities adjustment.

Our May 16, 1966 and June 24, 1966 memorandums authorized you to proceed with portions of the utility right of way acquisition. Mr. Litchfield's letter, the June 8 Staff Attorney's letter and the subject company's sketch allows us to authorize you to proceed with the actual acquisition as requested above, between approximate Stations 163 and 176 of this project, effective this date.

NOTED
R. L PORTER

REFERRED TO
James Litchfield
BY ASST. STATE HWY. ENGR.
7-22-66

NOTED
F.B. KLABOE

RECEIVED
JUL
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUL 15 1966
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

(1) 175

6836

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 15, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Additional R/W for PP&L
Goshen-Cottage Grove Section
Pacific Highway - Lane County
Project No. I-5-3(60)175
Contract No. 6836

NOTED
F.B. KLABUE

Gentlemen:

Herewith you will find two copies of a sketch map showing the additional right of way needed by the Pacific Power and Light Company to comply with our Staff Attorney's letter of June 8, 1966, two copies of which are attached.

This easement is estimated to cost $100 and your authorization to proceed with this additional acquisition is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm
enc.

cc: F. B. Klaboe
V. L. Gallagher (2)

RECEIVED
JUL 18 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-208—6M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
JUL 11 1966
Date C1-P By
Title Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Goshen - Cottage Grove Date July 8, 1966

Highway Pacific Contract No. 6836

County Lane Prefix 620-1026

Contractor Wildish Construction Co. F. A. Project No. I-5-3(60)175

Address P. O. Box 1106, Eugene, Oregon Order No. 4

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Extend culverts for 6:1 slopes; including excavation, installation, & salvaging & reinstalling end sections.

Approximate quantities involved:

| | | |
|---|---|---|
| 18" concrete pipe | ... | 282 lin.ft. |
| 24" concrete pipe | ... | 129 lin.ft. |
| 72" C.M.P. | ... | 20 lin.ft. |
| 18" end Section | ... | 7 only |
| 24" end Section | ... | 10 only |
| Trench Excavation | ... | 100 cu.yd. |

Location by station numbers: LS 45+18, 68+99, 78+90, 207+31, 295+97, 362+52, 435+00, 572+30, 576+14, CA2 5+48, CF2 7+50, LS 175+16, 236+19, 250+45, 258+47, 348+50, 389+00, 405+02, 428+81, 515+00, 661+82, 268+50, 351+96.

Estimate of quantities and cost:

| | | |
|---|---|---|
| Materials | | $1,900.00 |
| Labor | | 800.00 |
| Equipment | | 800.00 |
| | Subtotal | $3,500.00 |
| | Contractors % | 525.00 |
| | Total | $4,025.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")
It is necessary to extend these pipes to construct the 6:1 slopes called for by the typical sections. Mr. Worth's revised drainage report of April 8, 1964, was overlooked in the Salem office and was not incorporated into the plans or Bid Quantitied.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $1,641,236.00 | |
| Present estimate of project cost, including $4,025.00 for work under this order | $1,656,107.98 | |
| Expected over-run amount | $15,000.00 | |
| Expected over-run per cent | 0.9 | |

Submitted by: /s/ H. E. Mayfield, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Asst. Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd, Asst. Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

SP*6121-734

Young 5-10-66

1-5-3(60)175 Goshen-Cottage Grove &c., 1960
Pacific Hwy. (Grading Proj.)
#6836 Folder #1

RECEIVED
JUN 30 1966
FOR FILING

I-5-3(6c)175
6836

837"

June 29, 1966

Mr. Pat Blair
Manager
Cascade Employers Association, Inc.
Post Office Box 546
Salem, Oregon

Dear Mr. Blair:

Re: Goshen-Cottage Grove
Contract No. 6836
Wildish Sand and Gravel Company

This is in reply to your June 22 letter and I will attempt to clarify our position concerning use of the State-owned material source on the subject project.

We agree that past determinations cover the situation insofar as just the Davis-Bacon Act is concerned; however, for other reasons, we request that activities on the State-owned property, that is, the Glass Bar, be contract covered. It is out of concern for defining the responsibility and liability for activities on the State-owned property that we conclude they should be contracted under the contract provisions. Furthermore, Article 6-2 of our standard specifications makes the State source available "from which the contractor may obtain materials". The specifications are silent as to material suppliers in this respect. Of course, by requiring that the gravel removal operation on the State bar be by the prime or an authorized subcontractor, the Davis-Bacon Act is automatically introduced on federal aid work, but I emphasize that this is not the primary reason involved.

In a June 15 letter to the Wildish Construction Company, we clearly stated that it is the "activity on the State property" which we want covered by the contract. The crushing or processing of the gravel material elsewhere could be done by the Wildish Sand and Gravel Company as a material supplier and not as a party to the contract.

The circumstances involving the Corvallis Sand and Gravel Company on another project were not parallel with this in that the material was originating from privately-controlled sources and not State-owned.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Mildish Construction Company

Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
Frank McKinney
L. R. Chandler
Harley Mayfield

JAB:nh erb

# CASCADE

## EMPLOYERS ASSOCIATION, INC.

LABOR RELATIONS • HEALTH AND WELFARE • PENSIONS

PAT BLAIR, Manager
RON ANDERSON, Asst. Mgr.

585-4320

P. O. Box 546 Salem, Oregon 97308

RECEIVED
JUN 23 1966
OFFICE OF
STATE HIGHWAY ENGINEER

June 22, 1966

Mr. Fred Klaboe
Assistant State Highway Engineer
State of Oregon
Salem, Oregon

Re: Status of Wildish Sand & Gravel Co. and Corvallis Sand & Gravel Co. as Material Suppliers.

Dear Mr. Klaboe:

Attached are letters to and from the National Sand & Gravel Association with regard to the question at hand.

It would appear to us as it has to the National Association that no new or novel situation exists. It appears further that the mining and hauling of raw materials to the plant of a supplier is all part of an integrated operation not subject to the Davis-Bacon Act.

Since a question has arisen similarly at Corvallis with regard to Corvallis Sand & Gravel furnishing material for a construction project under a state contract we must assume that the opinion of the Solicitor General in Executive Letter #971 covers this subject matter explicitly and that there is no question of on job site work.

It is our contention that until the material supplied by Wildish Sand & Gravel Co. or Corvallis Sand & Gravel Co. from a permanent plant is put on-job-site, whether from a state owned or other borrow pit, is not subject to the Davis-Bacon Act.

Yours very truly,

Pat Blair

Pat Blair

PB:ej

Enc. 2
cc: Leonard Wildish
John Alltucker
John Gallagher
Joe Morse

Routing
Morgan
Dahler
Bond
Barbee
Walker
Glenn
Swan
Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson
RECEIVED
JUN 24 1966
CONSTRUCTION
DIVISION

Bond

NRMCA
NATIONAL READY MIXED CONCRETE ASSOCIATION

900 Spring Street, Silver Spring, Maryland 20910
Telephone: 587-1400, Area Code 301

June 20, 1966

Mr. Pat Blair, Manager
Cascade Employers Association, Inc.
P. O. Box 546
Salem, Oregon 97308

Dear Mr. Blair:

Receipt is acknowledged of your letters of June 15 and June 16, which supplement our telephone conversation last week, and their attachments, dealing with the question raised, as I understand it, by the Oregon State Highway Engineer as to whether the Wildish Sand and Gravel Company is subject to the Davis-Bacon Act in supplying sand and gravel to the Wildish Construction Company, now engaged in building a highway which will be a part of the Interstate Highway System. Let me emphasize that the Act applies only in respect to Interstate Highways; it does not apply in those situations where the state and the United States government put up 50 percent of the amount of money needed to build a highway. We have explained all of this in a publication of the Association made available to members, setting forth the results of our negotiations of nine years ago with the Solicitor of the U. S. Department of Labor.

The question involved may be quite simply stated, as I see it: Are the employees of the Wildish Sand and Gravel Company, which operates a sand and gravel plant and sells sand and gravel to all types of customers, covered by the Davis-Bacon Act under the rulings of the Solicitor of the U. S. Labor Department? It is assumed that all are familiar with the fact that the Solicitor held that the sand and gravel producer is a materialman and not a contractor or subcontractor. The answer to the question is that the employees of the Wildish Sand and Gravel Company are not subject to the Act under the stated circumstances.

The question which seems to concern the State Highway Engineer is whether the Wildish Sand and Gravel Company is subject to the Davis-Bacon Act in thosesituations where it extracts raw materials from a piece of land owned by the State itself, hauls it to the permanent plant of the Wildish Sand and Gravel Company, and is there commingled with sand and gravel extracted from the Wildish reserves. Apparently the State Highway Engineer is concerned as to whether the employees of the Wildish Sand and Gravel Company are subject to the Davis-Bacon Act even though it is an established commercial plant, because it is a division or is wholly owned by the Wildish Construction Company, which has the contract with the State for the Interstate Highway.

XERO COPY XERO COPY XERO COPY XERO COPY

Originally the Solicitor held that if the aggregate plant should be owned by the highway contractor, employees at the aggregate plant were subject to the Act even though the plant itself was already in existence and sold sand and gravel to the general public, but the Solicitor later retreated from what was clearly an untenable position and in Executive Letter No. 971 of December 11, 1957, the National Ready Mixed Concrete Association advised its members that the Solicitor had reconsidered his first decision and had reversed himself. Attached is copy of that report.

There seems to be no occasion therefore for discussing the question raised in the Oregon case with the Solicitor. I believe that the State Highway Engineer should be reassured that there is no application of the Davis-Bacon Act in the case in question. I would advise against any formal request to the Solicitor for a ruling. It seems to me that the Solicitor has already stated his position quite clearly.

Copies of this letter are being sent to Mr. Alltucker and Mr. Wildish. Mr. Alltucker's company is a member of this Association but the Wildish Sand and Gravel Company is not a member of either this Association or the National Sand and Gravel Association. We would welcome their membership.

Very truly yours,

K. E. Tobin, Jr.

Kenneth E. Tobin, Jr.
Managing Director

Copies to:
Mr. John W. Alltucker, President
Eugene Sand & Gravel, Inc.
P. O. Box 1067
Eugene, Ore. 97401

Mr. Leonard Wildish
Wildish Sand and Gravel Co.
P. O. Box 1106
Eugene, Ore. 97401

XERO COPY XERO COPY XERO COPY XERO COPY

NATIONAL READY MIXED CONCRETE ASSOCIATION

1411 K STREET, N. W. • WASHINGTON 5, D. C.

Telephone REpublic 7-2315

Executive Letter No. 971 December 11, 1957

## Solicitor of U. S. Department of Labor Clarifies Earlier Ruling with Respect to Application of Davis-Bacon Act

To Member Companies:

Gentlemen:

1. Attached is a memorandum prepared by counsel, Charles A. Horsky, referring to a supplemental opinion by the Solicitor for the U. S. Department of Labor, Stuart Rothman, answering a question raised by Mr. Horsky in our behalf concerning the status under the Davis-Bacon Act of employees of firms producing aggregates at plants serving Federal public works and at the same time supplying materials to the public generally, when the plant is owned and operated by a contractor with a Federal contract which is subject to the Davis-Bacon Act.

2. We made available to member companies in 1956 a publication entitled "Significance of the Davis-Bacon Act to the Sand and Gravel Industry." This included an exchange of correspondence between Mr. Horsky and Mr. Rothman in which specific questions were asked as to the status of industries like ours under the Davis-Bacon Act when they produced materials for Federal projects subject to the Act. Mr. Rothman, speaking generally, said that the status of the sand and gravel producer is that of a materialman and that the Act therefore did not apply to the employees of producers engaged in producing and transporting materials to the project. Exceptions to this over-all ruling were drawn by Mr. Rothman. The ruling applied with equal force to the ready mixed concrete industry and to other industries producing materials for use on Federal projects.

3. Mr. Rothman, upon re-consideration, has changed his original interpretation to the extent that he now holds that the Davis-Bacon Act does not apply to a plant supplying materials for use on a Federal project when this is done from an existing plant which also sells to the general public. This ruling deals specifically with a firm which has both a Federal contract and a materials plant which also sells to the general public. With that limited exception, our publication issued last year, as Mr. Horsky puts it, "continues to be a valid summary of the Solicitor's position with respect to coverage under the Davis-Bacon Act."

Sincerely yours,

V. P. Ahearn

Vincent P. Ahearn
Executive Secretary

XERO COPY XERO COPY XERO COPY XERO COPY

December 5, 1957

Memorandum

To: Vincent P. Ahearn

From: Charles A. Horsky

Supplemental Opinion to the Industry by the Department of Labor Liberalizing the Rule on Coverage under the Davis-Bacon Act

The Davis-Bacon Act requires contractors and subcontractors engaged in construction work under Federal contracts for public works to pay prevailing wages to mechanics and laborers who work directly on the site of the project. In June 1956, in response to our request, the Solicitor of the Department of Labor issued a comprehensive opinion concerning the extent to which the Act applied to the sand and gravel industry. You regarded the Solicitor's opinion and the related materials as important enough to print in a pamphlet which was circulated to members of the National Sand and Gravel Association and the National Ready Mixed Concrete Association under the title "Significance of the Davis-Bacon Act to the Sand and Gravel Industry."

The 1956 opinion by the Solicitor came to the general conclusion that sand and gravel firms are normally "materialmen" rather than "contractors" or "subcontractors" within the meaning of the Davis-Bacon Act, and hence that employees who are engaged in producing and delivering materials for use in construction are customarily outside the scope of the Act. He imposed, however, one major reservation to the general rule that the production and delivery of sand and gravel usually do not involve covered employment. This was that, if a sand and gravel firm is affiliated with, is controlled by, or is a separate establishment of a contractor or subcontractor under the construction contract, the sand and gravel operation could not be considered that of a "materialman" for purposes of the Davis-Bacon Act but must be viewed as work by a "contractor" or "subcontractor" who has undertaken part of the construction work called for by the contract.

For example, in ruling on subquestion d. of the request for ruling, the 1956 opinion states (see p. 13 of the publication):

> "On the facts presented in this sub-question, no coverage is established, unless the sand and gravel firm is an affiliate of, or controlled by the paving contractor. Projection of the opinion on this point to include employees of separate 'establishments' of the contractor, therefore, would not be valid. For example, if the sand and gravel 'firm' is a separate 'establishment' of the construction or paving construction contractor or subcontractor, the truck drivers would be employees of the construction contractor or subcontractor for purposes of the Act."

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The same reservation appears in the Solicitor's 1956 rulings on subquestions e., g. and h. (see pages 13 and 14).

Recently we learned that certain interpretations by the Solicitor of the Department of Labor -- addressed to specific fact situations somewhat different from those stated in the 1956 request for rulings by the industry -- appeared to take a more liberal view of coverage than that expressed by the reservation described above. Because of this, we requested clarification of the 1956 rulings. In response to the request, the Solicitor issued a supplemental opinion dated November 27, 1957. In that opinion he eliminates his earlier reservation whenever the firm supplying materials for use in construction under a Federal contract does so from an existing plant or operation which also sells to the general public. Under those circumstances, work done in furnishing sand and gravel is not covered by the Act, even if the sand and gravel operation is so closely related to the prime contractor or a subcontractor on the construction project as to be the same company.

As the Solicitor's interpretation now stands, therefore, the key fact in determining the status of a supplier as a "materialman" is no longer whether the sand and gravel firm is "affiliated with" or is "controlled by" or is "an establishment of" the construction contractor or a subcontractor. Instead the controlling question with respect to coverage under the Act is whether the firm which supplies the materials is an established business open to the public. If it is, the work performed in producing and delivering construction materials for use in a federal construction project is not covered employment.

Our letter requesting clarification presented the following fact situation and general question:

> "Smith, a contractor, is engaged in performing a paving contract for a Federal agency at an Air Force base. In addition to being a paving contractor, Smith owns and operates an asphalt plant and a rock quarry located in a nearby city. Asphalt from Smith's plant and rock from Smith's quarry are sold for private construction and are also sold to the city, county, state and federal governments and to individuals performing construction work for city, county, state and federal governments. Asphalt for the Air Force Base paving project is obtained from the same plant. The question is whether truck drivers who are employees of Smith and who deliver materials to Smith's job at the Air Force Base are covered by the Davis-Bacon Act and related laws prescribing labor standards for construction work. Similarly, what is the situation with respect to Smith's employees at the rock quarry and the asphalt plant sites?
>
> "To state the problem more generally, where a firm owns a business and supplies materials to the general public, does the fact that it also contracts for the construction of a federal project alter its status as a materialman with respect to the construction materials it produces and delivers for use in constructing the project?"

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The Solicitor, after quoting the material portion of the request in its entirety, replied:

> "On review of the factual situation presented above, it is our conclusion that employees of Smith at the rock quarry and asphalt plant engaged in delivering materials to the Federal construction project should not be considered subject to the Davis-Bacon Act even though the project to which the material is delivered is being constructed by the same individual who owns and operates the asphalt plant and rock quarry. The basis for this ruling is as follows:
>
> "Where a firm owns and operates a business that supplies materials to the public, the fact that it also contracts for the construction of a Federal project does not operate to alter its status as a materialman insofar as the delivery of the supplies or materials is concerned. The delivery of the material by employees at the asphalt plant and rock quarry is considered functionally integrated with and incidental to the sale of the material and therefore not subject to the Davis-Bacon and related Acts. In other words, the drivers making the delivery are employees of a materialman and, therefore, not covered; provided they perform no additional substantial operation at the project site.
>
> "The same reasoning would apply to employees other than truck drivers, engaged at the quarry or plant site, their coverage being dependent on whether the operation was that of a true materialman open to the public, or whether the operation was set up exclusively to perform part of the work called for by the construction contract."

It is clear from the supplemental opinion that modification of the Solicitor's 1956 rulings on coverage does not extend to the situation in which sand and gravel are produced and delivered from an operation or plant opened or installed for the express and exclusive purpose of fulfilling a particular contract to furnish the materials required for a federal construction project. The Solicitor's original ruling on such a state of facts appears in his answer to subquestion b. (p. 13) in 1956 and still stands. The question and ruling read:

Question:

> "The sand and gravel firm opened a temporary operation near the construction site and installed portable machinery near, but not on, the construction site for the express purpose of fulfilling its contract to furnish sand and crushed rock for the particular construction project?"

XERO COPY XERO COPY XERO COPY XERO COPY

Answer:

"The exclusive nature of the operation described in this sub-question contemplates construction work called for by the contract and represents construction contract performance ordinarily performed by a prime construction contractor or subcontractor and not by a materialman. The Act would thus apply in this instance."

In terms of my memorandum dated June 27, 1956, in which I commented on the Solicitor's 1956 opinion, the supplemental ruling renders entirely obsolete what was said in the paragraph numbered "1" of the memorandum. The new ruling also narrows the situation visualized by paragraph numbered "2" to one in which the covered delivery work that may be done by a sand and gravel firm for a construction contractor is not delivery of materials produced by an existing plant or operation open to the public which is owned or controlled by the contractor itself.

The 1956 memorandum otherwise continues to be a valid summary of the Solicitor's position with respect to coverage under the Davis-Bacon Act.

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Form E-[illegible]

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Contingent upon [illegible] project [illegible] additional funds [illegible]

JUN 27 1966

G1-P

Dist. Engineer

U.S. [illegible]

Project Name Goshen-Cottage Grove Date June 27, 19 66.

Highway Pacific Contract No. 6836

County Lane Prefix 620-1026

Contractor Wildish Construction Co. F. A. Project No. I-5-3(60)175

Address P. O. Box 1106 Eugene, Oregon Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair private water line.

[illegible] DEC [illegible] 1966 [illegible]

Location by station numbers:

LS 188+25 on the right.

Estimate of quantities and cost:

| | |
|---|---|
| Materials | $ 38.32 |
| Equipment | 36.80 |
| Labor | 65.75 |
| Total | $ 140.87 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

This pipe not shown on the plans. It was struck when excavating cut slope, according to typical sections.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $1,641,236.00 |
| Present estimate of project cost, including $ 140.87 for work under this order | $1,641,236.00 |
| Expected under-run / over-run amount | $ 0 |
| Expected under-run / over-run per cent | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. E. Mayfield, Resident Engineer

Approval Recommended: /s/ G. L. Decker, Assistant Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd, Asst. Division Engineer

Approved: /s/ L. H. Young, [illegible] Highway Engineer [illegible] Office Engineer.

SP*6291-734

Voucher 12-15-66

RECEIVED
JUN 30 1966

FOR FILING I-5-3(60)175

Form CO-121 (11-63) (Prns. by A.O. 206-10) UNITED STATES GOVERNMENT

# *Memorandum*

6436

Klamath

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 24, 1966

In reply refer to:08-35-EC/710.11

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Federal Interstate Program
I-5-3(60)175 Goshen - Cottage Grove Section

Our May 16th program memorandum authorized you to proceed with utility right of way acquisition at the Goshen Interchange portion of the subject project, withholding authorization on the Creswell Interchange, all for the Pacific Power and Light Company.

Mr. Preston's June 14th letter has submitted sufficient documentation to allow authorization of the utility right of way. Therefore, you are authorized to proceed with utility right of way acquisition for the parcels at the Creswell Interchange effective this date, at a total estimated cost of $500.

REFERRED TO
By Asst. State Hwy. Engr.
6-30-64

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form E-308—8M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
JUN 6 1966
[illegible]
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Goshen-Cottage Grove Date June 23, 1966

Highway Pacific Contract No. 6836

County Lane Prefix 620-1026

Contractor Wildish Construction Co. F. A. Project No. I-5-3(60)175

Address P.O. Box 1106 Eugene, Oregon Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Illuminate Temporary Barricade

Location by station numbers:

LS2 line Sta. 84-88; WW line Sta. 47-50; LS2 line Sta. 51-60; WW line Sta. 60-65

Estimate of quantities and cost:

| | |
|---|---|
| Labor | $ 302.50 |
| Materials | 247.50 |
| Total | $ 550.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

No item for this work.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization . . . . . | $1,641,236.00 |
| Present estimate of project cost, including $ 550.00 for work under this order | $1,641,236.00 |
| Expected under-run / over-run amount . . . . . | $ 0 |
| Expected under-run / over-run per cent . . . . . | 0 |

Space to right of this line for use of Salem Office

Submitted by: /s/ H. E. Mayfield, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Jay B. Boyd, Asst. Division Engineer

Approved: /s/ L. H. Young, [illegible] Highway Engineer, Office Engineer.

SP*6291-734

Dated 7-18-66

RECEIVED
JUN 24 1966
FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-3(60)175

6836

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 21, 1966

Creswell Telephone Company
Creswell,
Oregon

ATTENTION: Mr. A. B. Smith

RE: Adjustment of Telephone Facilities
Goshen-Cottage Grove Section
Pacific Highway - Lane County
Project No. I-5-3(60)175
Contract No. 6836

Gentlemen:

Your estimate and sketch map for the adjustment of the above-captioned facilities, as submitted with your letter of May 12, 1966, have been approved by the State and the Bureau of Public Roads. You are hereby authorized to proceed with this work as of June 16, 1966.

This authorization is with the understanding that one pole to be relocated near Station 307+00 will be placed outside the access control line instead of inside as shown on your sketch.

Please contact Mr. H. E. Mayfield, Resident Engineer, 2141 East 15th Street, Eugene, Oregon, at least three days prior to beginning work so that your work may be coordinated with that of the State's contractor.

Reimbursement for the work performed subsequent to June 16, 1966, in the amount of $109.65, will be made in accordance with paragraph 7-e(3) of PPM 30-4 upon receipt of your statement of charges. Please be sure to include the beginning and completion dates of your work in the bill. It will also be necessary for you to execute the X-Permit, which has been sent to you under separate cover.

PGP:fp
cc F. B. Klaboe
A. W. Parsons
L. H. Young
C. H. Maison
L. R. Chandler
H. E. Mayfield
D. J. Sage
J. E. Holcomb

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
JUN 24 1966

FOR FILING

Form CO-121 (11-63) Prea. by (O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 6286 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 16, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Creswell Telephone Company Utility Adjustments

Our memorandum dated April 27, 1966 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

We hereby approve the agreement, as evidenced by your Staff Attorney's letter dated March 7, 1966, furnished with the P.S. & E. documents for the physical construction, and the above-mentioned utility's letter dated May 12, 1966, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated May 23, 1966. Reimbursement on an agreed lump sum basis of $109.65 is approved.

An X permit covering the subject adjustment was approved by this office on June 14, 1966.

It is understood that one pole to be relocated near Station 307+00 will be placed outside the access control line instead of inside as shown on the sketch and the company has agreed to do this work at no additional cost.

Our program memorandum dated March 6, 1964 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. You now are authorized to proceed with actual adjustments for the above-mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto, and subject to the certification required by IM 30-2-66 as a condition precedent to Federal reimbursement.

REFERRED TO
... State Hwy. Engr.
6-24-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 24 1966
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 208-10)

UNITED STATES GOVERNMENT

Memorandum

I-5-3(60)175

6836

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 15, 1966

In reply refer to: 08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

REFERRED TO
[illegible]
BY ASST. STATE HWY. ENGR.
6-24-66

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Pacific Power and Light Company Utility Adjustment

Our memorandum dated April 27, 1966 approved the P.S. & E. documents for the physical construction phase of the subject project, withholding authorization to proceed with the utility adjustments included in the project estimate.

Your proposed agreement covering work at the Goshen Interchange, as evidenced by your Staff Attorney's letter dated March 4, 1966, furnished with the P.S. & E. documents for the physical construction, and the above-mentioned utility's letter dated June 1, 1966, as well as the plans and estimate furnished therewith and transmitted with Mr. Litchfield's letter dated June 2, 1966, has been reviewed and is hereby approved.

Inasmuch as Public Roads recently requested further work by this company in removal of certain additional poles now occupying right of way within the access control lines which work was previously considered not necessary, we will waive the necessity of supplying this office with a fully executed X permit prior to authorization of the work contemplated by Mr. Litchfield's June 2 letter; however, this waiver extends only until submission of the documentation for the aforementioned additional work, and authorization to proceed with the additional work will be subject to the receipt of the X permit covering all relocation work by the subject utility on this project.

Since the utility is not adequately staffed or equipped to perform a portion of the work with its own forces, the contract method of performing such work as indicated on the estimate is satisfactory.

Our program memorandum dated March 6, 1964 authorized you to proceed with preparatory work for all utility adjustments, to be included in the construction phase of the subject project, effective on that date. In addition our May 16, 1966 memorandum authorized you to proceed with the acquisition of utility right of way at the Goshen Interchange for

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

this utility. You now are authorized to proceed with actual adjustments for the Goshen Interchange portion for the above mentioned utility effective on this date. Approval and reimbursement for the eligible portion of the work is subject to the provisions of PPM 30-4 dated December 31, 1957 and supplements thereto, and subject to the certification required by IM 30-2-66 as a condition precedent to Federal reimbursement.

RECEIVED
JUN 16 1966
FOR FILING

I-5-3(60)175
6836

June 15, 1966

Wildish Construction Company
Post Office Box 1106
Eugene, Oregon 97401

Gentlemen:

Re: Goshen-Cottage Grove Section
Contract No. 6836

You have proposed that Wildish Sand and Gravel Company, as a materials supplier and a separate corporation from the Wildish Construction Company which is the prime contractor on the subject project, supply or crush rock materials for this project with the privilege of utilizing gravel from State-owned Glass Bar. This will be permitted subject to the following limitations:

1. Wildish Sand and Gravel is hereby recognized as a materials supplier in the contract area. It is understood that this company may furnish materials directly, or process raw material removed from the State-owned Glass Bar.

2. Raw material may be removed from the State-owned source on an exchange basis to replace rock or gravel materials originating elsewhere. The quantity removed from the State-owned source shall be measured and shall be limited to the total of the actual units measured and paid on the contract work.

3. Removal of material from the Glass Bar is to be subject to the same time limitations as are applied to the contract.

4. All activity on the State property shall be by the contractor or an authorized subcontractor and thereby subject to all the contract requirements.

Wildish Con[illegible]ruction Company
Page Two
June 15, 1964

If you wish to utilize the Glass Bar material on the above terms, please advise the Resident Engineer in writing.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. S. Elsbee
Assistant State Highway Engineer

cc: Mr. Pat Blair, Manager, Cascade Employers Association
Post Office Box 546, Salem
Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. Frank McKinney
Mr. L. R. Chandler
Mr. Harley Mayfield

JAB:bjm srb

FORM E-30 80M 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1966

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

SUBJECT: Goshen-Cottage Grove Section
Contract No. 6836
Glass Bar Materials Source

BUILDING

Herewith suggested draft of a reply to Wildish Construction Co. clarifying removal and processing of Glass Bar material for the Goshen-Cottage Grove Section. This is a prospective source described in the contract, and Wildish Construction Co. is the contractor. The status of Wildish Sand and Gravel Co. while furnishing or crushing material for this project has been checked with the Bureau of Public Roads and it is agreed that this firm qualifies as a materials supplier at their commercial plant adjacent to the Glass Bar. A similar question in this same area was resolved in 1962.

Entirely separate from the Federal Davis-Bacon labor requirement is the matter of authorizing use of the State-owned property from a liability standpoint. This has been discussed briefly with Mr. McKinney of our Legal Division who advises it is not in the State's interest for a third party having no formal affiliation with the contract to utilize the State gravel bar without specific authorization. There are various avenues which could be used to properly authorize such use; for instance by a permit, or evidence of joint liability insurance coverage. We assume this would require the consent of the contractor because he has prior rights there under the contract. The simplest method would be to just utilize the existing contract (Sec. 7-25 of the Standard Specifications is pertinent) and require that all gravel removal work be done by the contractor, or a subcontractor. This is how it was handled in 1962.

The attached draft has been worded accordingly.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:bjm
Attachment

RECEIVED
JUN 16 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-3(60)175
6836

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 14, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Utility R/W near Creswell Interchange
for Transmission Line Relocation
Pacific Power and Light Company
Goshen-Cottage Grove Section
Pacific Highway - Lane County
Project No. I-5-3(60)175
PP&L FILE: PD-9-OR-5

Dear Sir:

Herewith you will find two copies each of two sketch maps showing the right of way required by the Utility at subject location as a result of their proposed relocation which was submitted to you with our letter of June 2, 1966. The estimated cost of acquiring these easements is $500. As stated in Mr. Young's letter of May 10, 1966, the total estimated cost of easements for Pacific Power and Light Company on this section is $10,000.

Your authorization to proceed with actual acquisition of the easements required by the company for the remainder of this section is requested.

Very truly yours,

F. D. Morgan
Construction Engineer

By PGP

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm
encs.

cc: F. B. Klaboe
V. L. Gallagher (2)

RECEIVED
JUN 14 1966

FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

I-5-3(60)175
6836

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 9, 1966

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Grading, Paving, Structures and Signing

As requested in Mr. Young's letter of June 1, 1966 advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of May 23, 1966 in the award of contract No. 6836 to Wildish Construction Co., of Eugene, Oregon, low bidder in the amount of $1,396,376.45 at the May 19, 1966 bid opening.

Mr. Litchfield's April 19, 1966 letter transmitted copies of the Staff Attorney's letters to the utilities involved in this project. As stated in our April 27, 1966 letter authorizing advertising, authorization to proceed with all reimbursable utility adjustments will be withheld until utility plans and detailed estimates are furnished to and approved by this office.

The project will not be accepted as complete unless utility access rights, even though not properly listed as exceptions in your certification, are acquired in addition to other requirements for such action.

REFERRED TO
Litchfield
By Asst. State Hwy. Engr.
6-13-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 2 - 1966
FOR FILING
I-5-3(60)175

June 1, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Confirmation of your tentative concurrance as of May 23, 1966 is requested in the award of contract for the Goshen-Cottage Grove Section, Project No. I-5-3(60)175.

The contractor receiving the award is Wildish Construction Co. of Eugene in the amount of $1,396,376.45 with the contract No. 6836 assigned. This bid was received on May 19, 1966 and awarded May 23, 1966.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our proposal regarding nondiscrimination in employment as required by Bureau of Public Roads PR 20-4-64.

All rights of access, including utilities, to or from abutting property are either (1) denied by law, (2) have been acquired, or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility work not included as part of the construction contract to be undertaken and completed without conflicting or delaying the State's contractor's operations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:lt

RECEIVED
JUN 1 1966
FOR FILING

FORM E-7852

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5-3(6)175
6836

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 23, 1966

Wildish Construction Company
P. O. Box 1106
Eugene, Oregon 97401

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 6836 for the following project:

Grading and paving on the Goshen-Cottage Grove Section of the Pacific Highway, south of Eugene, in Lane County.

This award was based on your bid of $1,296,276.40 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: P. D. Morgan
L. M. Young
C. D. Matthis (SIAC)

RECEIVED
MAY 25 1966

FOR FILING
Form CD-121 (11-63) (Pres. by A.O. 206-16)

UNITED STATES GOVERNMENT

# *Memorandum*

I-5-3(60)175

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

DATE: May 16, 1966

In reply refer to: 08-35.EC/710.11
X-file: I-5-3(60)175

NOTED
F. B. KLABOE

REFERRED TO
Bruning - Young - Litchfield
By Asst. State Hwy. Engr.
5-23-66

SUBJECT: Oregon Federal-aid Interstate Program

Mr. Young's May 10 letter submitted a PR-9 to add right of way acquisition for utilities to the following project on the subject program:

| Item | Project | Location | Work |
|---|---|---|---|
| 353 | I-5-3(60)175 | Goshen-Cottage Grove | Add: RW/U |

We find programming of this action at this time appears to be frustrating the orderly progression of construction. We refer to the knowledge that certain utility moves were necessary over 2 years ago and that our March 31, 1964 memorandum, as well as Mr. Litchfield's June 4, 1964 memorandum to Mr. Young, recognized that utility right of way was necessary.

It would appear that all the utility adjustments could have easily been completed well in advance of construction and this project could be cited as one of the very few that meet the requirements of Paragraph 4 of PPM 21-12 that all utilities be cleared prior to construction.

The utility easement has been estimated at $10,000.00. At the time right of way was acquired for the revised interchange the owner was paid $19,325.00 for a taking of .7 acre plus damages to the remainder. The before value of the entire property was $33,200.00 as shown by the State's appraisals.

Undoubtedly economies in right of way costs would have resulted in acquiring the utility easement at the time the .7 acre was acquired. Appraisers assigned to valuing the present taking should carefully study the owner's present access as your last acquisition left the property without legal access. Possibly the appraiser who previously valued the taking should be assigned to value the utility easement.

Approval of this program change and authorization to proceed with utility right of way acquisition for the parcel at the Goshen Interchange is effective this date. A sketch and estimate will be necessary prior to our authorization of acquisition at the Creswell Interchange.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 12 1966
FOR FILING

I-5-3(60)175

6-36

May 10, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are submitting PR-9 Forms "Request for Program Charge" for project I-5-3(60)175, Goshen-Cottage Grove, to include in the "Character of Proposed Work" the purchase of Utility Right of Way (easements) at Goshen and Creswell Interchange required for the utility adjustments. The State is purchasing the right of way easements and will deed same to Pacific Power and Light Company. The State's obligation in this matter is set forth in Mr. Jack L. Sollis' letter of March 4, 1966 to the Pacific Power and Light Company, a copy of which is enclosed.

We are also submitting two copies of plan sheet 4, showing the easement required at Goshen Interchange at an estimated cost of $9,500.

The easement required at Creswell Interchange has not been definitely established, and sketch maps will be submitted as soon as possible. The estimated cost is approximately $500.

We hereby request your authorization concurrent with your approval of the program charge, to proceed with actual acquisition of the easement required at the Goshen Interchange.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC: ls
cc: R.N. Chase
T. Litchfield
M. Mitchell

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-9 (REV. 4-61)

**REQUEST FOR**
**OF INDIVIDUAL PROJE**
**(PPM 21-1**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CARD 2 | REPORT NUMBER (19)–(20) | PROJECT LOCATION (45 typewriter spaces) 21–65 | | ADT | | FUTURE (66) | Y (70)(71) |
| | 4 | I-5 Goshen to Cottage Grove | | | 14,500 | 23,800 | 8 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CARD 3 | CHARACTER OF PROPOSED WORK (35 spaces) 28–62 | NATL. FOREST (63)–(65) | FOR MISCELLANEOUS FUNDS ONLY | | | | | | | | |
| | | | FH ROUTE NO. (66)–(68) | SUPV AGCY 69 | DA CLASSIF. 70 | DA AREA 71 | EMERG. YR. 72–73 | PL AUT 74 |
| | Gr., Dr., High Type Pave, 3 Strs. | | | | | | | |

| | | |
|---|---|---|
| CARD 4 | CLASS OF FEDERAL FUNDS [1] Interstate | COUNTY NAME |
| | NAME OF URBAN AREA 17-31 | F.A. SYSTEM Interstate |

| CARD 5 | LINE NO. (14)(15) | CHNG CODE 16 | PROJECT COUNT 41 | WORK CL 42 | WORK TYPE 43-46 | STEP 53 | STATUS | ITEM NUMBER | PROJECT NUMBER | TERMINI | MILES (54)–(58) | TOTAL COST (59) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | | | I-5 Goshen to Cottage Grove | | |
| 5 | | | | | PE | | ITEM AS NOW PROGRAMED | | | | | |
| | | | | | ROW | | | 353 | I-5-3(60) 175 | | | 1,809,06 |
| | | | | | CONST | | | | | PROJECT TOTAL | 14.32 | 1,809,06 |
| 5 | | | | | PE | | REQUESTED REVISION | | | I-5 Goshen to Cottage Grove | | |
| | | | | | ROW | | | 353 | I-5-3(60) 175 | | | 10,00 |
| | | | | | R/WU | | | | | | | 1,799,06 |
| | | | | | CONST | | | | | | | (16) |
| | | | | | | | | | | PROJECT TOTAL | 14.32 | 1,809,06 |

| | | | |
|---|---|---|---|
| CARD 1 | A form PR-1 or PR-9 has been submitted within the last 7 days. Yes ☐ | PROJECT WITHDRAWN YES ☐ | REASON FOR CHANGE: To include in the "Charact utility adjustments at Gosh |
| 1 | COLUMN 14 ⟶ CODE 11 | CODE 2 | |

**NOTE:** Projects splitting into two or more projects. Prepare a form PR-1 for all new projects resulting from such action.

| DATE OF INITIAL APPROVAL: | PROGRAM REVISION REQUESTED | RECOMMEND |
|---|---|---|
| March 6, 1964 | DATE May 10,1966 | DATE |
| OTHER: April 22, 1966<br>April 27, 1966 | SIGNATURE | SIGNATURE |
| | STATE HIGHWAY ENGINEER Office | TITLE |

[1] If revision includes transfer from one class of project to another, or covers joint financing, show both classes of funds involved.

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE AFTER 7-1-61

Budget Bureau No. 41-R2068; Approval Expires February 28, 1966

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE (PPM 21-1 AND 22-1)

| | | | FUTURE | YEAR | REGION | STATE NAME | STATE CODE | APPN. CODE | ITEM NO. |
|---|---|---|---|---|---|---|---|---|---|
| 65 | ADT | 14,500 | 23,800 (66) (70) | 86 (71) (72) | 08 (74) (75) | Oregon | 35 (2) (3) | 042 4 6 | 353 (14) (16) |

FOR MISCELLANEOUS FUNDS ONLY

| AGCY 69 | DA CLASSIF. 70 | DA AREA 71 | EMERG. YR. 72 73 | PL AUTH YR 74 75 |
|---|---|---|---|---|
| | | | | |

PROJECT NUMBER: PREFIX LETTER(S) I- 14 23 | NUMBER-AGR. NO. 5-3(60) 7 13

I PROJECTS ONLY: POST MI. 175 (24) (26) | DESIG. 27

COUNTY NAME: Lane | COUNTY CODE 039 14 16

ITEM: Interstate | RTE NO. I | FEDERAL AID I-5 | STATE (32) | U.S. (36) (37) I-5 (41)

| TERMINI | MILES | PROJECT COST: TOTAL COST | FEDERAL FUNDS | STATE FUNDS | CHARACTER OF PROPOSED WORK |
|---|---|---|---|---|---|
| | (54) (58) | (59) (66) | (67) (76) | | |
| Goshen to Cottage Grove | | 1,809,069 | 1,668,000 | 141,069 | See Reverse |
| PROJECT TOTAL | 14.32 | 1,809,069 | 1,668,000 | 141,069 | |
| Goshen to Cottage Grove | | 10,000 | 9,200 | 800 | See Reverse |
| | | 1,799,069 | 1,658,800 | 140,269 | |
| | | (16) (23) | (24) (33) | | |
| PROJECT TOTAL | 14.32 | 1,809,069 | 1,668,000 | 141,069 | |

ON FOR CHANGE: To include in the "Character of Proposed Work" utility right of way necessary for utility adjustments at Goshen and Creswell Interchanges.

| REQUESTED | RECOMMENDED | APPROVED |
|---|---|---|
| 1966 | DATE | DATE |
| | SIGNATURE | SIGNATURE |
| | TITLE | TITLE |

oth classes of funds involved.

USCOMM-DC 48903-P61

As Now Programmed:

Character of Proposed Work:

Gr., dr. 2-12' lanes high-type pave., 10' shoulders and 50' median (0.8 mi. S.B. Goshen Interchange). Widen shoulders N.B. lanes (0.02 mi. N. end of project). Reinf. existing N.B. lanes (1.03 mi.) and S.B. lanes (13.4 mi.) with additional 2" lift A.C. pave. Construct 1 0'xing str. (new S.B. & lengthen existing N.B., Goshen Interch.), widen 2 bridges (one S.B. and one N.B. strs. north and south respectively of Creswell Interchange)(length of strs. 402'). Revise north and southbound ramps of the Creswell Interchange. Revision of roadway illumination at Goshen and Creswell Interchanges. Also included as part of the project as incidental work, the construction of 1075' of guard rail (S.B. lanes) which extends approx. 0.3 mi. beyond the south limits of the project. Adjustment of utilities required including prep. work.

Requested Revision:

Character of Proposed Work:

Gr., dr. 2-12' lanes high-type pave., 10' shoulders and 50' median (0.8 mi. S.B. Goshen Interchange). Widen shoulders N.B. lanes (0.02 mi. N. end of project). Reinf. existing N.B. lanes (1.03 mi.) and S.B. lanes (13.4 mi.) with additional 2" lift A.C. pave. Construct 1 0'xing str. (new S.B. & lengthen existing N.B., Goshen Interch.), widen 2 bridges (one S.B. and one N.B. strs. north and south respectively of Creswell Interchange)(length of strs. 402'). Revise north and southbound ramps of the Creswell Interchange. Revision of roadway illumination at Goshen and Creswell Interchanges. Also included as part of the project as incidental work, the construction of 1075' of guard rail (S.B. lanes) which extends approx. 0.3 mi. beyond the south limits of the project. Adjustment of utilities required including prep. work and utility right of way required for the adjustment at Goshen Interchange and Creswell Interchange.

RECEIVED
MAY 5 - 1966
PLANNING

Form CD-121 (1-63) (Prop-Gen) A.C. 2215

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

F-5-3(60)175

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 27, 1966

In reply refer to: 08-35.2-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section
Grading, paving, structures and signing

P. S. & E. documents for the subject project have been reviewed and are hereby conditionally approved. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our authorization is with the understanding that all necessary right of way has been acquired for occupancy and contractor's use, and further that control of access rights and rights of entry have been obtained with relocation advisory assistance provided as indicated in Mr. Oakes' April 15, 1966 and Mr. Preston's April 19, 1965 reports except the following:

Addition to File No. 37054 - Hill
Access Rights - PP&L, Pacific N.W. Bell, Creswell Telephone.

It is understood that the addition to File No. 37054 is being acquired on behalf of the Pacific Power and Light Company and does not involve right of way which the contractor must occupy. However, the $10,000 included in your estimate for this purpose should be coded non-participating since neither the program for this project or Project I-5-3(62)190 includes the item in the character of the proposed work as outlined in our March 31, 1964 letter on this project.

Your special provisions do not include the appropriate notification identifying the utility work which is to be underway concurrently with the highway construction in accordance with subparagraph 7b of PPM 21-12. Bidders should be notified by revision letter.

NOTED
F.B. KLABOE

Authorization to proceed with the utility adjustments included in your estimate, other than the preparatory work which was authorized on the PR-9 approved April 22, 1966, is withheld since the necessary X-permits, certification required by IM 30-2-66, plans and estimate have not been furnished. Furthermore, the two locked gates noted in the attachment to Mr. Sollis' March 4, 1966 letter to Pacific Power and Light Company should be added to the plans. We had previously

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

indicated that the addition of these gates would receive our favorable recommendation, however, it is necessary to secure our Administrator's approval thereof. Consequently three additional copies of the revised plan sheets should be submitted along with appropriate justification for this purpose. The X-permit mentioned in the second paragraph of Mr. Sollis' March 4, 1966 letter should be modified to include these gates if they are approved.

Statements in your right of way status reports indicate that proper coordination of work has been obtained in accordance with subparagraph 7b of PPM 21-12. We understand that your request for concurrence in award will provide the necessary certification to this effect as required by subparagraph 10e(2) of PPM 21-6.3. Consequently time extensions, if any, resulting from right of way or utility delays must be non-participating.

Though the March 9, 1966 transmittal memorandum for PPM 40-3.1 indicated access control lines need not be shown on specialized plans, our October 20, 1965 memorandum on Project I-5-4(22)228 indicated we would expect to have clarifying information on later stages of construction where control of access was not shown on the initial construction plans. Our intent is to have access control upgraded to current standards on these later stages of work.

The new access control in the southwest quadrant of the Creswell interchange is appropriate. You will be advised by separate correspondence under Project I-5-3(70)184 regarding Interstate participation in the cost thereof, possibly to a limited extent.

The access control line is shown for the Creswell and Goshen interchanges; the remaining plan sheets should be revised to show access control throughout the limits of the project.

In our plan review it was noted that the Typical Section of Sheet 2A for Sta. $L^s$ 30 to $L^s$ 721 shows the 6:1 inslope for 11 horizontal feet right; this conflicts somewhat with the channel improvement typical section showing 4:1 inslope for 9 feet from Sta. 21+50 to 80+00 where guardrail is to be installed; the typical section should show the 4:1 slope through this area.

The contract work shown north of the railroad overcrossings north of the Goshen Interchange is not eligible for participation since that section was brought to Interstate standards under previous Project I-5-3(9)190; if that work is to be performed, it must be non-participating.

During a field review of the project it was noted that several utility poles which appeared to be within the Interstate right of way were not covered by the Staff Attorney's letters and were not shown on the plans within the right of way. This project will not be accepted until all utility matters are resolved to conform with the

AASHO Policy on the Accommodation of Utilities.

The use of Article 102-1.3 Embankment Measure is approved for use on this project.

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | April 1966 |
| Division II - Part 1 - Earthwork | January 1966 |
| Division II - Part 2 - Bases | January 1966 |
| Section 204 - Plant-mix stone base | January 1966 |
| Section 208 - Plant-mix bituminous base | January 1966 |
| Division II - Part 3 Surfacing & pavements | January 1966 |
| Division II - Part 4 - Structures | April 1966 |
| Division II - Part 5 - Signing | January 1966 |
| Division II - Part 7 - Incidentals | January 1966 |

Inasmuch as our Washington office's review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of the review.

Mr. Young's April 21, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, nonconcurrence by other appropriate public recreational or historical resources authorities is not involved, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplements thereto as being in the public interest.

Attachment

RECEIVED
1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 21 1966
FOR FILING

FORM CO-121 (9-22-37)
(PRES. BY A.O. 204-10)

Const
RM
Pav Engr

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

Geo

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: February 17, 1966
08-35-DB

A. W. Parsons

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Roadway Slopes

Reference is made to Mr. Porter's January 13, 1966 letter requesting Federal participation in flattening side slopes on the subject section of Interstate, and to the meeting held on February 3, 1966 attended by State Highway Engineer Forrest Cooper, Assistant State Highway Engineer Fred B. Klaboe, Assistant Construction Engineer D. J. Barbee, Division Engineer A. W. Parsons, Assistant Division Engineer T. Dec, District Engineer Gordon R. Brooks, and Area Engineer Willis R. Grafe.

to Klaboe
orig 2 to 8

As agreed at this meeting, we hereby give our tentative approval to construction of 6 : 1 slopes on the westerly side of the southbound roadway on the subject section of Interstate, with Federal participation, as there has been no previous Interstate funds expended for construction on this side slope. Final approval for construction of the 6 : 1 slopes is subject to our review and approval of the P.S. & E. for this project.

copy to Cooper

RECEIVED
FEB 23 1966
OFFICE OF
STATE ENGINEER

RECEIVED
JAN 28 1966
FOR FILING

Coast
RIX
Pauper Hwy 1
Spec

Salem, Oregon
January 27, 1966

F. B. Klaboe
Assistant State Highway Engineer
O F F I C E

In response to your request, I discussed the matter of the 6:1 side slopes on the Goshen-Cottage Grove Section with George Williams, Director of Engineering for the Bureau, in his office in Washington, D. C. on January 17.

Mr. Williams was unable to give me a definite reply but stated that he would discuss the matter with Rex Whitton and would give me an answer through channels.

Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Victor D. Wolfe

E-30 SOM 7-64 SP*6229-734

RECEIVED
MAR 15 1966

FOR FILING

Const
R/W
Pac Hwy 5
Spec

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27, 1966

SUBJECT:

F. B. Klaboe
Assistant State Highway Engineer
O F F I C E

L

On January 17, I discussed with George Williams, Director of Engineering for the Bureau of Public Roads, Washington, D. C., the structure at the Creswell Interchange on I-5 in Lane County.

Mr. Williams seemed to react against federal participation in the cost of raising this structure. The Bureau seems to have a fetish against fixing anything on the Interstate System if they can find a plausible or unplausible excuse for not doing so. Mr. Williams did, however, promise me an answer.

3-8-66 Jim Young reading my letter re Creswell Interchange. Says he is sure we shall be able to get "No" if existing structure is adequate.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc R. L. Porter
Tom Edwards
Victor D. Wolfe

Morgan Young 2-7-66

B/W 2-10 2-21 2-28 3-15

RECEIVED
JAN 20 1966
FOR FILING

Form CO-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 6836 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 14, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Roadway Slopes

Reference is made to your letter by Mr. Klaboe dated November 19, 1965 which requests for the fifth time our concurrence in your proposal to flatten median and shoulder slopes of subject project section. The referenced request did not furnish additional data but made reference to eligibility under recent programs for "Spot Accident Improvements."

Your earlier requests by letters dated May 5, 1964, June 12, 1964, August 31, 1964 and February 18, 1965 were given reply by our memorandums of May 14, 1964, July 2, 1964 and February 23, 1965. Further, verbal requests were made in person by you with members of our Washington, D.C. office during September 1964.

We have again reviewed your request in light of the recent Highway Safety Improvement Program. It is agreed that proposed modification as submitted would comply with some of the criteria established by Policy and Procedure Memorandum 21-16 dated August 30, 1965 as now made applicable to Interstate system to a limited extent. Information has not been presented, nor do we have any knowledge of incidents, which show that a hazardous condition exists due to 4 : 1 slopes. Our point of agreement based on research data is that 6 : 1 slopes lessen hazards to out of control vehicles over the steeper 4 : 1 slopes. In other words, proposed improvements could possibly be approved as a Highway Safety Improvement Project using Primary funds, if satisfactory showing that subject section is hazardous due to present slopes.

We have received clarification from our Washington, D.C. office relative to use of Interstate funds to improving design features. According to this clarification, previous instructions hold that since this section of Interstate route has been completed to acceptable 1975 design year standard, substantial corrective work may not be approved.

REFERRED TO
Young - Morgan
BY ASST. STATE HWY. ENGR.
1-20-66

RECEIVED
JAN 1 1 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

1-13-66

GOSHEN-COTTAGE GROVE SECTION
INTERSTATE 5
LANE COUNTY

1. March 10, 1964 - Preliminary plans were sent to the Bureau of Public Roads. The typical section on these plans showed 4:1 slopes.

2. March 31, 1964 - BPR Memorandum - Parsons to Cooper

   (Page 3, last paragraph). BPR approved 4:1 slopes.

3. April 14, 1964 - BPR Memorandum - Parsons to Cooper.

   This Memo objects to field work being done to revise the fill slopes to other than 4:1 slopes.

4. May 5, 1964 - Letter from Cooper (Shaw) to Parsons

   Letter requests approval and participation for 6:1 slopes.

5. May 14, 1964 - BPR Memorandum - Parsons to Cooper

   The Memo rejects the request for 6:1 slopes. The BPR objects to cost and states that the 4:1 slopes appear adequate and meet minimum AASHO Standards.

   The Memo also states that with additional information, such as record of accidents caused by steeper slopes, unusual situations, etc., or lower cost of constructing 6:1 slopes, the request would be reconsidered.

6. June 12, 1964 - Letter from Stephenson to Parsons

   This letter requests reconsideration of 6:1 slopes based on safety. The letter mentions technical publications and letters that deal with the safety factor achieved by the use of flatter side slopes.

7. July 2, 1964 - BPR Memorandum - Parsons to Cooper

   This Memo rejects the request in that the technical publication and letters referred to in the last request "is not entirely applicable to the case at point". They also state that they cannot continually go back over Interstate projects and update them to current standards.

8. August 31, 1964 - Letter from Cooper (Shaw) to Parsons

   Letter requests favorable action on the 6:1 slope proposal. No new data in this letter.

9. February 18, 1965 - Letter from Cooper (Shaw) to Parsons

Letter requests reconsideration of 6:1 slopes and mentions directive from Mr. Whitton, dated April 15, 1964, that listed "flattening of side slopes" as a safety measure.

10. February 23, 1965 - BPR Memorandum - Parsons to Cooper

This Memo is in answer to the letters from the Highway Department dated August 31, 1964 and February 18, 1965. The proposal for 6:1 slopes was rejected based on previous stated reasons.

11. November 19, 1965 - Letter from Cooper (Klaboe) to Parsons

Letter requests reconsideration of 6:1 slopes based on safety. The recent programs for "Spot Accident Improvements" point out the need of doing this work with the proposed resurfacing project or as an improvement program of these potential hazards.

12. December 28, 1965 - BPR Memorandum - Parsons to Cooper

BPR transmitted copies of Mr. Turner's Circular Memorandum dated December 22, 1965 concerning safety considerations. On page 5 under Roadside Design, it is stated that, "The objective should be slopes that are flatter than 4:1." On page 5 in the last paragraph, "Safety cannot be over-emphasized nor can it longer be minimized."

DLT:fp
January 13, 1966

FORM H-123X 5000 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 13, 1966

Mr. A. W. Parsons, Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Mr. Parsons:

Your File 08-35.DA

Reference is made to your memorandum dated December 28 and to F. C. Turner's Circular Memorandum to Regional and Division Engineers dated December 22, 1965, on the subject "Highway Signs and Appurtenances -- Safety Considerations".

We note that you urge us to give consideration to the use of these suggestions and wish to mention specifically Paragraph 8 Roadside Design, which states:

"From the standpoint of vehicular safety, the safest roadside is one that is clear of obstacles, contains full rounded ditch sections and flat side slopes. The objective should be slopes that are flatter than 4:1. Also, rounding of ditch sections has to be full scale to be effective.

"I urge each of you to discuss these safety considerations with the highway departments for incorporation not only in the designs being prepared for future contracts but wherever feasible on existing construction contracts. Where necessity requires compromises with the desirable safety practices indicated, sign supports and roadside appurtenances should be designed and located so as to reduce possible hazards to the lowest practical level. To the extent possible, these suggestions should also be passed along to other jurisdictions in your division who have responsibility for construction even though Federal funds may not be involved.

"Safety cannot be overemphasized nor can it longer be minimized. No highway is operationally ready for public

use until all design elements, protective devices, and signs, signals, and markings are properly in place. The Bureau of Public Roads can and must exert greater efforts to see that Federal-aid highways are located, designed and constructed so as to be safe for those who use them."

This Department subscribes wholeheartedly to this directive and requests your reconsideration to use 6:1 slopes on the Goshen-Cottage Grove Section, Oregon Project I-5-3(60)175. Unless I have misconstrued the intent of Mr. Turner's Circular Memorandum, I believe it fits this case.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

ORIGINAL SIGNED
R. L. PORTER

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc/att Forrest Cooper
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
WASHINGTON, D.C. 20235

December 22, 1965

CIRCULAR MEMORANDUM TO: Regional and Division Engineers

FROM: F. C. Turner, Chief Engineer
47-01 Washington, D. C.
32-01

SUBJECT: Highway Signs and Appurtenances -- Safety Considerations

We are concerned about the large number of reports of single-vehicle accidents involving collisions with signs and lighting supports, guardrails and other roadside features on the Interstate and other Federal-aid systems. Often in this type of accident, the vehicle is out of control and the driver may be asleep, ill, inattentive, or drunk. As the vehicle and occupants leave the roadway, they are frequently striking fixed objects such as signs, sign supports, guardrails and other appurtenances to the highway.

All of these roadside items are essential for proper functioning of the highway and usually need to be erected near the edge of the traveled way. However, each one has the potential of being struck by a vehicle that leaves the roadway. It is imperative that the need for, and the design and location of, these devices be carefully examined as a part of the effort to reduce the severity of this type of vehicle collision.

In 1961, the American Association of State Highway Officials prepared, adopted, and published "Specifications for the Design and Construction of Structural Supports for Highway Signs." These specifications were based on the windloads as established for local conditions and provided a degree of structural stability, permanence, and low-maintenance costs that previously had not been attained in the sign supports. We have heard of several instances where tornado or hurricane force winds passed over areas, and large signs supported on the basis determined by this report, remained in place. However, a number of engineers have expressed the view that some of the ground-mount sign supports, particularly those specified for the smaller roadside signs, appear to be overly massive. It seems likely that adequate structural support of the signs can be attained with posts of somewhat reduced strength which would at the same time present less of a hazard when struck by a vehicle out of control. For these general safety reasons, the AASHO Bridge Committee has started a reexamination of the design basis in the 1961 specifications to ascertain if it now would be in order to modify the design criteria to reduce the size of the sign supports. The Bureau of Public Roads is assisting the committee to expedite this work.

(more)

We should assist the States in obtaining adequate structural support for the large ground-mount signs. Until better guidelines are available, the structural design for supports should be such as to satisfy only the minimum requirements for wind and other loads outlined in the 1961 AASHO specifications. Additional safety factors which contribute to choice of overmassive types of support post should be avoided. Single sign supports of heavy design can sometimes be replaced advantageously with two lesser size posts. When the current activity and review of the AASHO 1961 specifications are concluded, or when new findings are available from research, it may be possible to make further adjustments in the design of sign supports to obtain adequate structural strength with a maximum of safety.

Also, it appears desirable to check the posts being used to support small-to-middle size signs. We have noted in some instances that questionably heavy post sections were used.

Preliminary research studies have been made at the Texas Transportation Institute for the development of breakaway posts for large ground-mount signs. An extended additional research program is now being undertaken there, financed by joint HPR funds from a number of States. However, it will be some 12 to 18 months before definitive findings can be expected.

Division Engineers are requested to examine all projects underway to insure that the following features have been treated in a way that would provide the maximum safety practicable for vehicles leaving the roadway out of control.

1. Sign Foundations - Foundations for roadside sign supports should not extend above the ground line. This is true whether the foundation is a poured concrete footing or a concrete or steel pile. In areas where side slopes are such that foundations must of necessity rise above the slope, consideration should be given to the construction of an earth "sign island" area when the grading contract is in progress. Such an area might also be large enough to allow off-the-roadway maintenance of the sign. At least one State has found good economy in this, both for installation and maintenance of signs.

2. Overhead Signs - The consequences of an overhead structure collapsing onto the pavement make it imperative that the supports be so located and protected by guardrail as to make improbable the likelihood of the support being struck by a vehicle out of control. The more frequent use of existing bridge structures for mounting overhead signs offers a means of eliminating some of the heavy supports otherwise exposed at the roadside. Some flexibility is allowed in the location of sign trusses along the highway. Careful selection of locations will assure maximum lateral clearance consistent with economy.

3. Gore Signs - The gore area between the thru roadway and exit ramp is especially susceptible to traversal by out-of-control vehicles. The

(more)

safety of the highway will be enhanced if large signs and sign supports are kept out of this area. Alternatives should be studied and placement of heavy sign structures in the gore accepted only when the signing function can be accomplished reasonably in no other way. For example, the location of an overhead sign structure a few hundred feet in advance of the gore may be equally or even more effective from a signing standpoint, and would be more desirable for safety reasons.

4. Exit Signs - When the interchange sign design requires a standard EXIT sign in the gore, the supports should be designed with a wood or light metal section which will result in minimum practicable damage to the vehicle and occupants upon being struck by an out-of-control vehicle. In no case should the supports for this sign be massive. The concept of breakaway supports is encouraged for use here. The objective to be sought is minimum accident consequences to the vehicle and occupants, and sign damage from collision is of minor importance.

5. Unnecessary Signs - A general effort should be made to keep the total number of signs to a minimum consistent with providing clear and adequate directional and regulatory information. The benefits to be realized are twofold. First, there is a better chance that drivers will read and heed the signs and second, each sign removed means one less obstruction along the roadside. Temporary signing should be removed promptly as soon as its need is past. The combining of some control and regulatory signs on one support (back to back), using light standards for sign supports, is worthy of consideration.

6. Signs and Guardrail Installations - Sign locations should be studied and whenever appropriate and feasible, adjusted to take advantage of guardrail otherwise scheduled for installation. This usually does not impair the sign function and it avoids an additional obstruction along the roadside. A Circular Memorandum dated September 22, 1964, from G. M. Williams to Regional and Division Engineers provides useful guidance for highway guardrail design and installation.

Substantially improved protection for the driving public at little increase in guardrail costs can be obtained through judicious application of revisions in guardrail construction proved by full-scale tests to be both practical and advantageous, particularly for standard beam or W-type metal guardrails. Factual information supporting the following conclusions from Special Report 81, Highway Guardrail, have been documented in recent Highway Research Board papers.

a. Very short lengths of guardrail (less than 75 feet), except those firmly attached to a structure or having full-strength end anchorages, do not develop full strength, are of little use when struck at sharp angles, and should not be used.

(more)

b. Physically smooth continuity must be provided between guardrail and bridges or other continuing structures. This smooth continuity should provide for attachment of the guardrail to the structure so that the full tensile strength of the rail can be developed, or the terminal structure of the rail section adjacent to the structure should provide a tensile strength not less than that of the rail element.

c. Proper performance of metal beam guardrail requires that pocketing be minimized. This can be accomplished by using 6 ft. 3 in. post spacing. When this spacing is used, a 12-inch long section of metal beam placed behind the guardrail at the intermediate post mounting will provide added bending strength at this point.

d. Beam-type rail should be blocked out 6 or 8 inches from the posts to prevent wheel-to-post contacts. The blocking should be long enough to extend approximately ½-inch above and below the rail.

e. The bearing area under the head of the through bolts should be sufficient to prevent the head from pulling through the elongated hole in the rail. This can be accomplished by using a washer under the conventional bolt head, or by using an enlarged bolt head.

f. Approach ends of guardrails are hazardous and should be treated by bending the ends backwards or downwards. If the ends are bent downward, they can be anchored in concrete, thereby enabling full tensile strength to be developed near the end.

g. Where two guardrails are installed along diverging roads, their approach ends should be joined by a curved section.

h. At overcrossings on a divided highway having dual bridges the median openings must be protected and guardrail installed at an angle with the centerline of the approach roadway so as to deflect a vehicle from the median area back toward the approach roadway. Controlled deflection is safer than a physical barrier placed transverse to the road at the median opening.

i. Overhead sign supports tend to be more massive than those for ground-mount signs and should always have adequate guardrail protection whenever they are in an exposed location near the traveled way.

(more)

7. Lighting Standards - The developmental work underway for the design of lighting standards with effective breakaway features when struck by a vehicle is encouraging. Research relative to mounting heights is also underway and it is anticipated that increased longitudinal spacing will result. New designs or materials which will allow for increased mast arm lengths and placement of lighting standards in a less exposed position are also needed.

8. Roadside Design - From the standpoint of vehicular safety, the safest roadside is one that is clear of obstacles, contains full rounded ditch sections and flat side slopes. The objective should be slopes that are flatter than 4:1. Also, rounding of ditch sections has to be full scale to be effective.

I urge each of you to discuss these safety considerations with the highway departments for incorporation not only in the designs being prepared for future contracts but wherever feasible on existing construction contracts. Where necessity requires compromises with the desirable safety practices indicated, sign supports and roadside appurtenances should be designed and located so as to reduce possible hazards to the lowest practical level. To the extent possible, these suggestions should also be passed along to other jurisdictions in your division who have responsibility for construction even though Federal funds may not be involved.

Safety cannot be overemphasized nor can it longer be minimized. No highway is operationally ready for public use until all design elements, protective devices, and signs, signals, and markings are properly in place. The Bureau of Public Roads can and must exert greater efforts to see that Federal-aid highways are located, designed and constructed so as to be safe for those who use them.

RECEIVED
JAN 13 1966

Form CD-121 (11-63) (Prom. by M.O. 305-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 11, 1966

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section

Your letter dated September 15 requesting our approval of the proposed widening of the railroad overcrossing structures northerly of Goshen, presented accident rate data as a factor in support of Federal-aid Interstate fund participation in the costs of the widening to current standards.

This matter has been reviewed by our Regional and Washington offices. Since this section of Interstate Route 5 has been completed to acceptable 1975 design year Interstate standards, work of this nature is not an "essential safety element of a minor nature" but is "substantial corrective work".

Therefore, we must rescind the approval granted in our November 8 memorandum for the use of Federal-aid Interstate fund participation in the proposed widening.

orig to Young 1-13-66
2 copies to Edwards 1-12-66
copy to Blackhurst 1-13-66

RECEIVED
JAN 13 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 15 1965
FOR FILING

Carried
Bill
Pile 7 Leg 5

September 15, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Sir:

The Cochen overcrossing, located on Interstate 5 at milepoint 129.56, was constructed in 1951 and financed with State and 1952 Federal-aid funds. The length of the structure is 291 feet and the width is 58 feet. This width is substandard as tabulated below:

| | | |
|---|---|---|
| Four Travel Lanes Existing | - 48' | required 48' |
| Median Existing | - 4' | required 16' |
| Sky Distance Left Existing | - 3' | required 10' * |
| Sky Distance Right Existing | - 3' | required 10' * |
| Total Existing | 58' | required 84' |

* The projected traffic on this structure is 75 percent of capacity and full-width shoulders are indicated. The Traffic Department is making a detailed study at this time.

The five year (1960-1964) composite accident rate for all freeways in Oregon is 1.11. The rate for the Cochen overcrossing is 3.11 or 280 percent higher for the same period. The work sheet showing the accident rates is attached.

It is proposed to widen the structure 13 feet on each side of centerline. The cost is estimated to be:

| | |
|---|---|
| Structure | $180,000 |
| Grading and Paving | 85,000 |
| | $265,000 |

This will be the only section of 4-foot median between the Washington State line and the South Umpqua River in Roseburg when approved work is completed.

Mr. A. E. Peterson
Page two
September 15, 1965

Northeasterly of the structure, the median tapers from 14 feet to 4 feet on a 4-degree curve. Adjacent to the southeasterly end of the structure, ramps for the Graham Interchange terminate. It appears that the three attention-requiring elements to which a driver must give his attention in quick succession (the 4-degree curve, the constricted width on the structure, and the interchange ramps) explain the high accident rate in the area.

Your approval of isolating the noncompliance of this structure along with the other work on the Graham-Cottage Grove Section is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. E. Kiebes
Assistant State Highway Engineer

Attachment

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. L. E. Young
Mr. L. R. Chandler

Form E-161—10M

OREGON STATE HIGHWAY DEPARTMENT

COLUMNAR TABULATION SHEET

Accident listing at RR Overpass at Goshen Intchge
I-5 - Hwy 1 MP 129.51 to 129.64
Jan 1, 1960 to July 31, 1965

State Printing 9-9-65 IPS

1960

| Milepoint | | Month | Weather | Time | | Type Acc. | Kill |
|---|---|---|---|---|---|---|---|
| 129.54 | | Dec. | Snow | 11PM Dark | | SSH | 0 |
| 129.62 | | Dec. | Snow | 9PM Dark | | ROR | 0 |
| | | | | | | 1961 | |
| | | | | | No | Accident | |
| | | | | | | 1962 | |
| 129.53 | | Dec. | Rain | 6PM Dark | | RE | 0 |
| 129.53 | | Dec | Dry | 6PM Dark | | RE | |
| | | | | | | 1963 | |
| 129.57 | | July | Dry | 6PM Day | | SSO | |
| 129.68 | | Nov. | Rain | 10PM Dark | | Turning | 0 |
| 129.68 | | July | Dry | 8PM Day | | PE | 0 |
| 129.69 | | Sept. | Dry | 2AM Dark | | FO | 0 |

Single bar divide ended 1960, 1961, 1962.

chge

Overall Rate 3.32 ↓ | Entire Freeway Rate 1.05

SHEET 1 OF 2 SHEETS

| | Killed | Injured | | Remarks |
|---|---|---|---|---|
| 11 | 0 | 0 | | On bridge. Nbd truck-trailer crossed jiggle bars* struck Sbd truck-trailer. |
| R | 0 | 0 | | Nbd car crossed jiggle bars, hit off road ot left. |
| 1961 | Rate | 0 | 0.82 | |
| idents | | | | |
| 196 | Rate | 2.66 | 1.20 | |
| | 0 | 0 | | On bridge Nbd car struck Nbd ... slowing to avoid accident |
| | 0 | 1 | | On bridge Nbd car struck Nbd car stopped in roadway |
| 19 | Rate | 5.40 | 1.17 | |
| 0 | 0 | 0 | | Sbd car attempting to change to left lane, struck right side of Sbd car. |
| ning | 0 | 0 | | Sbd car struck Sbd car making right turn from curb lane. |
| | 3 | 3 | | Sbd car struck sbd car slowing for another vehicle. |
| 0 | 0 | 0 | | Ebd car making left turn from exit into Sbd lanes, cut corner, struck guard rail. |

OREGON STATE HIGHWAY DEPARTMENT

COLUMNAR TABULATION SHEET

Incident Listing at PR Overpass at Goshen Intchge.
I-5. Hwy 1. MP 129.51 to 129.64
Jan 1, 1960 to July 31, 1965

State Printing 9-9-65 TPS

| Record No. | Mile Post | | Month | Weather | Time Light Cond. | | Type Acc. | |
|---|---|---|---|---|---|---|---|---|
| 0332 | 129.55 | | Jan. | Icy | 12M. Dark | | FO | |
| 1409A | 129.60 | | March | Icy | 6PM Day | | FO | |
| 5547 | 129.64 | | Oct | Dry | 11AM Day | | RE | |
| | | | | | | | 7 ACC | 12 |
| | | | | | | No | Acc | 3 |

| Totals | Acc | Killed | Injured |
|---|---|---|---|
| 1960 | 2 | 0 | 0 |
| 1961 | 0 | 0 | 0 |
| 1962 | 1 | 0 | 1 |
| 1963 | 4 | 0 | 3 (1 Acc) |
| 1964 | 3 | 0 | 2 (2 Acc) |
| 1965 | 0 | 0 | 0 |
| Total | 11 | 0 | 6 |

5 Year Composite

Goshen Intchge 6

Entire Freeway

Freeway Rate

Rate 3.79 1.30



| | Initial | Total | Remarks |
|---|---|---|---|
| | 0 | 1 | Direction of travel unknown, car skidded last control, struck bridge railing. |
| | 0 | 0 | Nbd car skidded, lost control, struck guard rail on bridge approach. |
| | 2 | 1 | Nbd car struck Nbd car stopped in process of right turn. |
| 1 | Injury | Rate - 0 | — |
| accidents | | | |

Rate (Rank)

Highway 3.11

Ward 1.11

RECEIVED
NOV 10 1965

Form CD-121 (11-63)
Prod. by A.O. 800-107
Lowell
RLW
Pac Hwy 5

UNITED STATES GOVERNMENT

# Memorandum

KLABOE

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: November 8, 1965

In reply refer to: 08-35.6

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

T. Dec

SUBJECT: Goshen R.R. Overcrossing on I-5,
Goshen-Cottage Grove Section

On the basis of your letters of September 15 and 29, and supporting information therewith, we approve of the proposed widening of the subject structure which was constructed in 1951.

We request that you furnish us with a geometric layout indicating the extent of proposed widening northerly of the structure to blend with the existing highway alignment.

REFERRED TO

BY ASST. STATE HWY. ENGR.

copy to young
11-10-65

RECEIVED
NOV 9 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
SEP 30 1965

September 29, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Goshen-Cottage Grove Section

Dear Sir:

Reference is made to my letter of September 15 requesting your approval for modernizing the railway overcrossing at Goshen. The traffic study referred to has been completed and reported by letter dated September 23, a copy of which is attached.

The ratio of hourly volume counted to estimated ADT was found to be 11.5 percent. Since the count was made too late in the year to record the DHV, this supports a value of 12 percent for the ratio of DHV to ADT. The count approximated the DHV, and other characteristics of the counted traffic may be assumed.

The TP-2 tables were based on the DHV falling on a weekend. The traffic count indicates that for this section, the DHV falls on a weekday with the resultant high volume of truck traffic. For the purpose of determining the traffic load related to capacity, pickups and passenger vehicles pulling trailers are counted as trucks. (The definition of a truck for capacity purposes is a vehicle with more than four tires.) This section falls within the suburban land use classification as projected to 1975.

The computation comparing capacity with traffic projected to 1975 follows:

| | |
|---|---|
| Terrain: | Rolling |
| Development: | Suburban |
| Trucks & Vehicles with Trailers: | 7.6 percent |
| DHV/ADT: | .12 |
| Directional Distribution: | 52.8 percent |
| 1975 ADT: | 23,800 |

Two-lane traffic DHV = 23,800 x .528 x .12 = 1508

Capacity per lane = 975

$$\frac{\text{DHV Traffic}}{\text{Capacity}} = \frac{1508}{2 \times 975} = 0.77$$

The traffic to capacity ratio justifies the construction of full shoulders on this structure. Other factors to be considered were covered in the previous letter.

This section is scheduled for contracting in the near future, and it would be appreciated if you could expedite this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Attachment

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. F. D. Morgan
Mr. Tom Edwards
Mr. F. B. Crandall
Mr. L. H. Young
Mr. L. R. Chandler

JR:jp srb

FORM E-90 60M 7-64 SP*6228-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1965

**SUBJECT:** Cottage Grove-Goshen Section

To: Mr. Fred B. Klaboe
Asst. State Highway Engineer
Building

L

A rough draft to Mr. A. W. Parsons of the Bureau of Public Roads, transmitting traffic information for the railroad overcrossing at Goshen, is attached for your consideration.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

JR:jp
Attach.

RECEIVED
SEP 29 1965
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 BOM 3-61 34397

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
SEP 23 1965
CONSTRUCTION DIVISION

Salem, Oregon
September 23, 1965

SUBJECT: Traffic on Goshen-Cottage Grove Section

To: Mr. D. J. Barbee
Assistant Construction Engr.
Building

The following is in regards to your letter dated September 9, 1965 concerning traffic at Goshen railroad overcrossing. A sixteen hour, 6:00 AM to 10:00 PM, manual traffic count was made on Friday, September 17, 1965 and a summary of the peak hour traffic, 5:00 to 6:00 PM is tabulated below.

| CLASSIFICATION | NORTHBOUND | SOUTHBOUND | TOTAL | PERCENT OF TOTAL VEHICLES |
|---|---|---|---|---|
| Passenger Cars | 686 | 738 | 1424 | 75.4 |
| Pass. Cars with trlrs. | 13 | 7 | 20 | 1.0 |
| Panels & Pickups | 128 | 193 | 321 | 17.0 |
| Panels & Pickups with Trailers | 2 | 4 | 6 | 0.3 |
| Total Light Vehicles | 829 | 942 | 1771 | 93.7 |
| Light Trucks | 1 | 5 | 6 | 0.3 |
| Heavy Trucks | 22 | 25 | 47 | 2.5 |
| Trucks-semi-trlrs. | 27 | 11 | 38 | 2.0 |
| Trucks-Full trlrs. | 9 | 7 | 16 | 0.9 |
| Trucks-Two trlr. Comb. | 2 | 5 | 7 | 0.4 |
| Buses | 2 | 2 | 4 | 0.2 |
| Total Trucks | 63 | 55 | 118 | 6.3 |
| TOTAL VEHICLES | 892 | 997 | 1889 | |

| DIRECTIONAL DISTRIBUTION | | PERCENT |
|---|---|---|
| Northbound | 892 | 47.2 |
| Southbound | 997 | 52.8 |
| TOTAL | 1889 | |

Estimated 1965 ADT = 16,400

DHV = $\frac{1889}{16,400}$ = 11.5 percent

F. B. Crandall
Traffic Engineer

JG:mlr

RECEIVED
DEC 7 - 1966

FOR FILING

Form CO-121 (11-63) (Pres. by A.O. 208-10)

UNITED STATES GOVERNMENT

# Memorandum

Const
Plan
Prac Engr

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street NE.
Salem, Oregon 97301

DATE: November 30, 1966

In reply refer to: 08-35-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section

Mr. Morgan's November 10, 1966 letter requested approval, presumably with Interstate fund participation in the cost, for widening some 14 structures which do not have standard full shoulders on them on the subject project.

We recognize that there are a number of structures accepted into the Interstate System that do not meet current geometric cross-section standards. The structures were considered to reasonably meet the Interstate standards approved at the time of their acceptance into the system. This fact was further verified by approval of plans for initial basic construction projects to complete the section to acceptable 1975 design year Interstate standards. Consequently we cannot approve Interstate participation in the cost of the proposed widening of structures.

12-7-66
REFERRED TO
Morgan - Marshart - Young
BY ASST. STATE HWY. ENGR.

cc Logan

RECEIVED
DEC 1 1966
OFFICE
STATE HIGHWAY ENGR.

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 5 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 10, 1966

Mr. A.W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Subj: Structure Widening
Goshen-Cottage Grove Section
Pacific Highway
Lane County

Dear Sir:

On the subject section, now under construction, we note that there are some fourteen structures which do not have standard full shoulders on them. The structures referred to are on the southbound lanes only, with the exception of the Franklin Boulevard Railroad Structure just north of the Goshen Interchange.

We wish to widen these fourteen bridges either as an addition to the present contract or as a separate project. It is estimated to cost $1.2 million to accomplish.

Your approval of this proposal is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

NOTED
F. B. KLABOE

F. D. Morgan
Construction Engineer

DNS:jr

cc: F. B. Klaboe

RECEIVED
NOV 14 1966

RECEIVED
NOV 23 1965
FOR FILING

I-5-3(6)175
"
6836

November 19, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Goshen-Cottage Grove
Section, Interstate 5
Lane County

Dear Sir:

Data has previously been supplied to you in regard to increased safety factors with flatter median and shoulder slopes in an effort to justify improvement of subject section.

Recent programs for "Spot Accident Improvements" point up the necessity of doing this work either as part of the proposed resurfacing project or as a part of an overall improvement program of these potential hazards.

Please review this matter again, either for inclusion in our original project or as a separate item.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
L. R. Chandler

ADO:jp srb

RECEIVED
JUN 23 1965
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. BRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FOR FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 23, 1965

Mr. David R. Benton
Vice President
Trans Western Investors, Inc.
P. O. Box 3302
Eugene, Oregon

Subj: Dillard Road Interchange
Goshen-Cottage Grove Section
Pacific Highway - Lane County

Dear Mr. Benton:

This is in answer to your letter of June 16 regarding the proposed interchange to serve the Oregon International Raceways south of Goshen.

We do not at this time, nor in the foreseeable future, intend to revise the existing interchange which consists of an off-ramp northbound. We do have a very tentative design for a possible revision which has no approval and which we are not free to mail out. The aforementioned plan could be viewed in this office however.

In August of last year, Highway Department personnel attended a race at the Oregon International Raceways with the express purpose of studying the traffic problem. Their report indicated that the present highway facilities were adequate and that no traffic problem existed. Data received from the Raceways people determined that on only thirteen days out of the year could they expect the traffic volume witnessed by our employes. This, then, is the reason for the decision to leave the existing Dillard Road Interchange in its present form.

Again let me state that the tentative, unapproved plan for a revision to said interchange may be viewed in this office, but not mailed out.

RECEIVED
JUN 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F.D. Morgan
Construction Engineer

DNS:jp

cc: Forrest Cooper
R.L. Porter
F.B. Klaboe
V.D. Wolfe

(724)

Copies to Cooper + Paddy 6-17

TRANS WESTERN
INVESTORS, INC.

P. O. BOX 3302
EUGENE, OREGON

June 16, 1965

REFERRED TO
admin
BY SECRETARY

Oregon State Highway Department
Salem, Oregon

Gentlemen:

If at all possible we would appreciate having a copy of the proposed interchange to be located on Interstate 5 at the Oregon Raceways south of Goshen Oregon.

Very truly yours,
TRANS WESTERN INVESTORS, INC.

David R Benton

David R. Benton
Vice President

DRB/lah

CONSTRUCTION DIVISION
JUN 22 1965
NOTED
CE ACE ACE COE

RECEIVED
JUN 17 1965
OFFICE OF
STATE HIGHWAY ENGINEER

Glabe

REFERRED TO
Olson
Asst. Const. Engr.

Morgan handling 6-21-65

RECEIVED
MAY 18 1965
FOR FILING
I-5-3(62)190
6836

477 Cottage Street, NE
Salem, Oregon 97301

May 17, 1965

08-35.7

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Signed by
A. W. Parsons
D.V. Engineer

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-3(62) 190
Goshen Interchange Section
Right of Way

Returned herewith are approved right of way plans for the subject project. This office authorized the acquisition of right of way on September 11, 1964. Federal participation is subject to the provisions of PPM 21-4.1, dated December 30, 1960 and all subsequent amendments.

The project agreement will be forwarded for your approval under separate cover.

Attachments

orig to Young
w/ attachs.
5-18-65

RECEIVED
APR 8 - 1965

Form CD-141 (1-63) (Rev. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

FOR FILING
I-5-3(60) 175
6x36

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon - 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 6, 1965

In reply refer to: 08-35.4-EC/407.2

By:
C. R. Brooks
District Engineer

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Substandard Vertical Clearances

Mr. Shaw's November 30, 1964 letter and Mr. Olson's February 25, 1965 letter requested our re-consideration of adjustment of the Creswell Interchange structure because of substandard vertical clearance.

We have re-submitted this problem to our Regional office and they have indicated that there is no change in the status from our June 4, 1964 memorandum to you. That is, this work is not eligible for Federal-aid Interstate funds.

REFERRED TO
Date: 04/9/65 By:
For:
Due Date:

4-86

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: February 23, 1965

In reply refer to:

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-5-3(60)175
Goshen-Cottage Grove
Roadside Slopes

Please refer to Mr. Lloyd P. Shaw's letters dated August 31, 1964 and February 18, 1965, requesting that consideration be given again to your proposal for flattening slopes on the subject project.

We agree with Mr. Shaw's statements that our highways should be designed to the most modern standards, including features incorporating beauty and safety. This, of course, is the essence of the directives emanating from the Washington, D.C. office of the Bureau of Public Roads and, through that office, from the President. We encourage you wholeheartedly to incorporate such features in all new work being presented to this office for future review and approval.

As you were previously advised, the use of Federal-aid interstate funds to flatten slopes on the subject project was denied because reconstruction of work previously completed with interstate funds was involved which, if permitted, would be in violation of a decision by the Comptroller-General. Our previous decision, therefore, remains unchanged.

It is our understanding that this matter was discussed by you with members of our Washington, D.C. office during September 1964. We were advised at that time there would be no change in the Bureau's position.

Goshen - Coast Fk - 2nd cond } Grading
Coast Fk - Divide 55 FAI & 65 FA }

Goshen - Divide 2nd cond Paving

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 3 - 1965

Form CD-121
(11-63)
(FHWA)
A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Const

TO: Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: February 23, 1965

In reply refer to:

FROM: A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon I-5-3(60)175
Goshen-Cottage Grove
Roadside Slopes

Please refer to Mr. Lloyd P. Shaw's letters dated August 31, 1964 and February 18, 1965, requesting that consideration be given again to your proposal for flattening slopes on the subject project.

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It is our understanding that this matter was discussed by you with members of our Washington, D.C. office during September 1964. We were advised at that time there would be no change in the Bureau's position.

NOTED
LLOYD P. SHAW

NOTED
LLOYD P. SHAW

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FEB 18 1965
FOR FILING
Const
RM
Loc Hwy E

February 18, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section
Roadside Slopes

Dear Sir:

Previous requests have been made from this office for your participation in 6:1 rock slopes on the above project. These requests have all been denied. A recent directive from Washington, D. C., stressing better highways through beautification also mentions "streamlining of cross sections". Another directive from Mr. Whitton, dated April 15, 1964, concerned safety and specifically listed "flattening of side slopes" as a safety measure.

It seems that our highways should be designed to the most modern standards, including features incorporating beauty and safety.

With Mr. Whitton's directives before us, we again request your consideration for participation in construction of 6:1 slopes for this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison

DLT:fp: ajw

RECEIVED
JAN 13 1965
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FOR FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 8, 1965

Mr. A. W. Parsons
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

File No. 37054-Hill
Goshen Interchange
Section
Pacific Highway
Lane County

Dear Sir:

Your letter of December 1 requested that a second fee appraisal be secured on this right of way file, and that additional study be given to the possibility of establishing alternate access to the Hill remainder. You are advised that the requested information has been procured and now rests on the right of way file.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

Walter T. Wright
Right of Way Engineer

WTW:LAH:mk

cc: L. P. Shaw
L. H. Young
G. E. Rohde

RECEIVED
DEC 1 1964
FOR FILING

477 Cottage Street, N. E.
Salem, Oregon 97301

December 1, 1964

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
T. Dee
Eng. Coordinator

00-35.7

T. Dee
Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-3(62)190 - Gosben Interchange Section - Parcel 37054, Hill

In accordance with paragraph 3h of PPM 21-4.1 dated December 30, 1960 we are requiring a second fee appraisal on the above mentioned parcel. We believe it would be appropriate to have another opinion on this file because the taking of access control results in a damage of $17,475 in Mr. Cougill's appraisal.

In addition to securing a second fee appraisal it would be appropriate to give further study as to the type of access that might be provided this property by acquiring a strip of right of way across the north side of the Lowry file (Parcel 37054) adjacent to the existing right of way. It is recognized that this might result in damage to the Lowry parcel, but this might be offset by reduction of the damages expressed in paragraph 19 of Mr. Cougill's appraisal.

Full federal participation in the right of way taking will be withheld until you have an opportunity to secure the additional appraisal and review other possible measures.

NOTED
LLOYD P. SHAW

RECEIVED
DEC 2 1964
OFFICE OF
FAIR HIGHWAY ENGINEER

Orig To Wright
12-2-64

Copy to Young
12-8-64

RECEIVED
NOV 2 - 1964
FOR FILING
I-5-3(60) 175
6x56

October 26, 1964

agenda
Oct. 9, 1964
3g-1

Board of County Commissioners
Lane County
Courthouse
Eugene, Oregon

Gentlemen:

The State Highway Commission at its meeting on October 9, 1964, adopted a survey concerning improvement on the Goshen Interchange Section of the Pacific Highway (I-5).

You will recall that a public hearing on this project was held in Eugene on July 16, 1964, and a transcript of the hearing was sent to you.

For your information, we have attached a sketch map showing the route of the new section and a copy of the Commission's "Survey Resolution No. 289" adopting the survey.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf
Enclosure

cc: Mr. Victor Wolfe

Survey Res # 289

RECEIVED
OCT 7 - 1964
FOR FILING
I-5-E(10) 125
6836

Salem, Oregon
October 7, 1964

R. L. Porter
Deputy State Highway Engineer
O F F I C E

Goshen Interch
Creswell "
Goshen - Cottage Grove

On my recent trip to Washington, I discussed at considerable length with Highway Administrator Whitton our proposal for reconstructing the southbound lanes on the Goshen-Cottage Grove Section of I-5 in Lane County, using our present adopted standards of 6:1 side slopes.

Mr. Whitton did not say yes and he did not say no. He was somewhat embarrassed by the fact that the President and he (Whitton) had strongly advocated building safety into highways and was also badly worried over the cost of the Interstate System. He asked that I defer action on this matter.

This is the best that I can give you at this time.

Forrest Cooper
State Highway Engineer

FC:fh

cc Victor D. Wolfe

FORM E-30 8OM 12-68 84676

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1964

**SUBJECT:** Goshen-Cottage Grove
Interstate 5
Lane County

**To:** Mr. Forrest Cooper
State Highway Engineer

Preliminary plans were first worked up on 4:1 slopes which are referred to in BPR memo of March 31, 1964. Revision to 6:1 slope index was underway at that time, as indicated in BPR memo of April 14. The correspondence of the Bureau office is listed chronologically below:

Project I-5-3(60)175

Memorandum of March 31, 1964 - Parsons to Cooper
(Page 3, last paragraph)

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The memo also contains statements, "We are aware of the merits afforded by flatter 6:1 slopes...", "If you are able to provide...record of accidents attributable to...steeper slopes...", "...appreciably lower cost...", and, "...we will reconsider use of Interstate funds..."

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Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachments

# GOSHEN — COTTAGE GROVE SECTION

## PACIFIC FREEWAY

NOTE:

Solid line denotes existing highway.

Dash line denotes future surfacing.

6:1 Slopes

Scale 1" = 5'

AUGUST, 1964

OREGON STATE HIGHWAY DEPARTMENT
GOSHEN-COTTAGE GROVE SECTION
PACIFIC HIGHWAY (I-5)
LANE COUNTY
13.46 MILES

| | 4:1 Slope | 6:1 Slope | Difference |
|---|---|---|---|
| Main Roadbed | $576,600 | $576,600 | $ 0 |
| Median Slope | 11,600 | 20,500 | 8,900 |
| Outside Slope | 24,900 | 124,200 | 99,300 |
| TOTALS | $613,100 | $721,300 | $108,200 |

Main Roadbed Over-lay

OR ON STATE HIGHWAY DEPARTME
QUANTITY SUMMARY & COST ESTIMATE Sheet ____ of ____ Sheets

Section Goshen - Cottage Grove Unit ____
Highway Pacific County Lane Prefix ____
Length 13.46 Designer ____ Draftsman ____ Date Aug. 1964

Grading and Surfacing Items

| Item | Unit | Net | 10% Allow | Gross | Price | Amount |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | All | — | | — | | 5,000 |
| Salvage & Stockpile Guardrail | Lin. Ft. | 6,390 | 640 | 7,030 | 1.25 | 8,788 |
| Metal Guardrail | Lin. Ft. | 11,700 | 1,300 | 13,000 | 2.50 | 32,500 |
| Guardrail End Pieces | Each | 112 | 8 | 120 | 5.00 | 600 |
| Salvage & Stockpile Guide Posts | Each | 346 | 34 | 380 | 3.00 | 1,140 |
| Guide Posts, Type W-1 | Each | 355 | 25 | 380 | 8.00 | 3,040 |
| Guide Posts, Type Y-2 | Each | 30 | 3 | 33 | 8.00 | 264 |
| Guide Posts, Type Y-3 | Each | 3 | — | 3 | 8.00 | 24 |
| Type 2 Fence | Rod | 963 | 97 | 1,060 | 7.50 | 7,950 |
| Type 3 Fence | Rod | 506 | 54 | 560 | 20.00 | 11,200 |
| Coarse Crushed Material in Base | Ton | — | — | — | 1.75 | — |
| 3/4"-0 Material in Base | Ton | 10,550 | 1,055 | 11,605 | 1.85 | 21,469 |
| Sprinkling | M-Gal | 260 | 26 | 286 | 3.00 | 858 |
| Asphaltic Concrete in Patching & Leveling | Ton | 12,830 | 1,170 | 14,000 | 5.75 | 80,500 |
| Asphaltic Concrete Mixture | Ton | 33,127 | 3,373 | 36,500 | 4.75 | 173,375 |
| Asphalt in Mixture | Ton | 2,758 | 272 | 3,030 | 32.00 | 96,960 |
| | | | | | | — |
| | | | | | | 443,668 |
| Anticipated Items | | | | | | 36,805 |
| Subtotal | | | | | | 480,473 |
| 20% Engineering & Contingencies | | | | | | 96,095 |
| | | | | | | — |
| Total | | | | | | $576,568 |

Total ____

Median Area for 4:1 Slopes

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE  Sheet ____ of ____ Sheets

Section Goshen – Cottage Grove  Unit
Highway Pacific  County Lane  Prefix
Length 13.46  Designer  Draftsman  Date Aug. 1964

Grading and Surfacing Items

| Item | Unit | Net | 10% Allow | Gross | Price | Amount |
|---|---|---|---|---|---|---|
| Blade Grader | Hr. | 50 | 5 | 55 | 20.00 | 1,100 |
| Tractor and Dozer | Hr. | 20 | 2 | 22 | 20.00 | 440 |
| Front End Loader | Hr. | 40 | 4 | 44 | 25.00 | 1,100 |
| Dump Trucks | Hr. | 180 | 18 | 198 | 10.00 | 1,980 |
| Laborers | Hr. | 90 | 9 | 99 | 5.00 | 495 |
| Seeding | Acre | 1 | — | 1 | 150.00 | 150 |
| Mulching | Acre | 1 | — | 1 | 175.00 | 175 |
| Creeping Red Fescue | lb. | 15 | 2 | 17 | 1.00 | 17 |
| Chewing Fescue | lb. | 9 | 1 | 10 | 1.00 | 10 |
| Perennial Ryegrass | lb. | 5 | 1 | 6 | 1.00 | 6 |
| Newport Blue Grass | lb. | 7 | 1 | 8 | 1.00 | 8 |
| Dutch White Clover Seed | lb. | 4 | — | 4 | 1.00 | 4 |
| Inorganic Fertilizer 10-16-8 | cwt. | 5 | 1 | 6 | 7.50 | 45 |
| Coarse Crushed Material in Base | Ton | — | — | — | 1.75 | — |
| 3/4"-0 Material in Base | Ton | 1,925 | 193 | 2,118 | 1.85 | 3,918 |
| Sprinkling | M-Gal. | 50 | 5 | 55 | 3.00 | 165 |
| Subtotal | | | | | | 9,613 |
| 20% Engineering & Contingencies | | | | | | 1,923 |
| Total | | | | | | #11,536 |

Total

4:1 Outside (Rt.) Slope

OR[illegible]ON STATE HIGHWAY DEPARTME[illegible]
QUANTITY SUMMARY & COST ESTIMATE Sheet ____ of ____ Sheets

Section Goshen - Cottage Grove Unit
Highway Pacific County Lane Prefix
Length 13.46 Designer Draftsman Date Aug. 1964

Grading and Surfacing Items

| Item | Unit | Net | 10% Allow | Gross | Price | Amount |
|---|---|---|---|---|---|---|
| Blade Grader | Hr. | 79 | 8 | 87 | 20.00 | 1,740 |
| Tractor and Dozer | Hr. | 109 | 11 | 120 | 20.00 | 2,400 |
| Front End Loader | Hr. | 89 | 9 | 98 | 25.00 | 2,450 |
| Dump Trucks | Hr. | 336 | 34 | 370 | 10.00 | 3,700 |
| Laborers | Hr. | 39 | 4 | 43 | 5.00 | 215 |
| Seeding | Acre | 4.5 | 0.5 | 5.0 | 150.00 | 750 |
| Mulching | Acre | 4.5 | 0.5 | 5.0 | 175.00 | 875 |
| Creeping Red Fescue | lb. | 45.5 | 4.5 | 50 | 1.00 | 50 |
| Chewing Fescue | lb. | 29.5 | 2.5 | 32 | 1.00 | 32 |
| Perennial Ryegrass | lb. | 17 | 2 | 19 | 1.00 | 19 |
| Newport Blue Grass | lb. | 20.5 | 2.5 | 23 | 1.00 | 23 |
| Dutch White Clover Seed | lb. | 12.5 | 1.5 | 14 | 1.00 | 14 |
| Inorganic Fertilizer 10-16-8 | cwt. | 17 | 2 | 19 | 7.50 | 143 |
| Coarse Crushed Material in Base | Ton | 3,500 | 350 | 3,850 | 1.75 | 6,738 |
| 3/4"-0 Material in Base | Ton | 640 | 64 | 704 | 1.85 | 1,302 |
| Sprinkling | M-Gal. | 90 | 9 | 99 | 3.00 | 297 |
| Subtotal | | | | | | 20,748 |
| 20% Engineering & Contingencies | | | | | | 4,150 |
| Total | | | | | | $24,898 |

Total ____

Median Area for 6:1 Slopes

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE  Sheet ____ of ____ Sheets

Section Gasben - Cottage Grove  Unit
Highway Pacific  County Lane  Prefix
Length 13.46  Designer  Draftsman  Date Aug. 1964

Grading and Surfacing Items

| Item | Unit | Net | 10% Allow | Gross | Price | Amount |
|---|---|---|---|---|---|---|
| Finishing Roadbed & Slopes | Mile | 13.5 | — | 13.5 | 200.00 | 2,700 |
| Seeding | Acre | 7 | 1 | 8 | 150.00 | 1,200 |
| Mulching | Acre | 7 | 1 | 8 | 175.00 | 1,400 |
| Creeping Red Fescue | lb. | 77 | 8 | 85 | 1.00 | 85 |
| Chewing Fescue | lb. | 49 | 5 | 54 | 1.00 | 54 |
| Perennial Ryegrass | lb. | 28 | 3 | 31 | 1.00 | 31 |
| Newport Bluegrass | lb. | 35 | 4 | 39 | 1.00 | 39 |
| Dutch White Clover Seed | lb. | 21 | 2 | 23 | 1.00 | 23 |
| Inorganic Fertilizer 10-16-8 | cwt. | 28 | 3 | 31 | 7.50 | 233 |
| Coarse Crushed Material in Base | Ton | — | | | | |
| 3/4"-0 Material in Base | Ton | 5,330 | 533 | 5,863 | 1.85 | 10,847 |
| Sprinkling | M-Gal. | 140 | 14 | 154 | 3.00 | 462 |
| Subtotal | | | | | | 17,074 |
| 20% Engineering & Contingencies | | | | | | 3,415 |
| Total | | | | | | #20,489 |

Total ____

6:1 Outside (Rt.) Slope

OF ION STATE HIGHWAY DEPARTMI T
QUANTITY SUMMARY & COST ESTIMATE Sheet ____ of ____ Sheets

Section Goshen - Cottage Grove Unit
Highway Pacific County Lane Prefix
Length 13.46 Designer Draftsman Date Aug. 1964

Grading and Surfacing Items

| Item | Unit | Net | 10% Allow | Gross | Price | Amount |
|---|---|---|---|---|---|---|
| Embankment in Place | Cu.Yd. | 53,734 | 5,366 | 59,100 | 0.85 | 50,235 |
| Finishing Roadbed & Slopes | Mile | 13.5 | — | 13.5 | 200.00 | 2,700 |
| 18" Culvert Pipe, Ext. | Lin.Ft. | 51 | 5 | 56 | 4.00 | 224 |
| 24" Culvert Pipe, Ext. | Lin.Ft. | 99 | 10 | 109 | 6.00 | 654 |
| 72" Culvert Pipe, Ext. | Lin.Ft. | 20 | 2 | 22 | 50.00 | 1,100 |
| Seeding | Acre | 21 | 2 | 23 | 150.00 | 3,450 |
| Mulching | Acre | 21 | 2 | 23 | 175.00 | 4,025 |
| Creeping Red Fescue | lb. | 230 | 23 | 253 | 1.00 | 253 |
| Chewing Fescue | lb. | 147 | 15 | 162 | 1.00 | 162 |
| Perennial Ryegrass | lb. | 84 | 8 | 92 | 1.00 | 92 |
| Newport Bluegrass | lb. | 105 | 10 | 115 | 1.00 | 115 |
| Dutch White Clover Seed | lb. | 63 | 6 | 69 | 1.00 | 69 |
| Inorganic Fertilizer 10-16-8 | cwt. | 84 | 8 | 92 | 7.50 | 690 |
| Coarse Crushed Material in Base | Ton | 17,700 | 1,770 | 19,470 | 1.75 | 34,073 |
| 3/4"-0 Material in Base | Ton | 2,210 | 221 | 2,431 | 1.85 | 4,497 |
| Sprinkling | M-Gal. | 345 | 35 | 380 | 3.00 | 1,140 |
| Subtotal | | | | | | 103,479 |
| 20% Engineering & Contingencies | | | | | | 20,696 |
| Total | | | | | | $124,175 |

Total

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 2 Pages

Section COBURG - COTTAGE GROVE Highway PACIFIC (PA 3) County LANE

Overall

Res. Engr. G. H. WIRTH Approx. Length 13.64 Miles. Sta. 28+54.81± to Sta. 735+15±

Prefix 620-1963

Date 9-16-54

Truck A.D.T. 1350 Traffic Coefficient 11.0 18 kip s.a. per day 946.2.

Annual Precipitation 45"±

Frost Penetration - - - - -.

(1)

| Typical Soil | |
|---|---|
| 62 | LL |
| 34 | PI |
| 89 | %P 10 |
| 63 | %P200 |
| 12 | %Gravel |
| 4 | %C Sand |
| 22 | %F Sand |
| 34 | %Silt |
| 28 | %Clay |
| 18 | "R" Value (Corrected) |

AASHO CLASSIFICATION:
A-7-6 (14)

MATERIAL SOURCES:
TO be determined by the Engineer.

NEW WORK

2" of A.C. (Final)
3½" of A.C. (Immediate)
3" of Plant Mix Bituminous Base.
16½" of crushed base.

EXISTING ROADWAY

2" of A.C. overlay with an extra allowance for leveling, etc., to be determined by the field engineer.

IN PLACE

A.C. 4" or 4" or 5"
BASE 17" or 10, 12, 13, or 15" over
S.S.M.. - 12"±
Placed about 1956

(1) Silty Clay

| Other Roads, Conn. etc. | Truck ADT | Wear. Surf. | Level | Base | CBR Total Req. | Actual Thickness |
|---|---|---|---|---|---|---|
| | Cars Only | 1½" AC | 2" | 7½" | 12½" | 11" |
| | 1 - 8 | 1½" AC | 2" | 11½" | 16½" | 15" |
| | 8 - 30 | 2" AC | 2" | 13½" | 19½" | 17½" |
| | 30 - 90 | 3" AC | 2" | 14½" | 22½" | 19½" |
| | 90 - 240 | 3½" AC | 2" | 16½" | 25½" | 22" |
| | 240 - 600 | 3½" AC | 2" | 19½" | 28½" | 25" |

NEW WORK

| CBR Total Req. | Credit | Actual Thick. | |
|---|---|---|---|
| | 4 | 2 | AC (Final) |
| | 7 | 3½ | AC (Imed.) |
| | 4½ | 3 | FTMB |
| | 16½ | 16½ | CR Base |
| 32 | 32 | 25 | |

OVER EXISTING ROADWAY

SEE SECTION

cc:
T.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Surveying Engineer
R/W Engineer

Submitted by J. N. Yarbrough Staff Assistant

Recommended by K. W. Wirth Engineer of Materials

Recommended by A. F. Becker Asst. Construction Engineer

Approved by Lloyd L. Stewart Asst. State Highway Engineer

NOTED
P. SHAW

SECTION: COBURG - COTTAGE GROVE

HIGHWAY: PACIFIC (PA 3)

COUNTY: LANE

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 15,000 (Total)

B. Future ADT 39,000 (Total)

C. Mean ADT 27,000 $(\frac{A+B}{2})$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 10 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ 5% x (C) 27,000 = 1350

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 1350 x (H) 100 % = 1350

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.669

= 11.0

SECTION: OCSHEN - COTTAGE GROVE

HIGHWAY: PACIFIC (FA 3)

COUNTY: LANE

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: None made - See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or PCC
7. Stage Construction: Part of the design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: Not a consideration
10. Stimulation of Competition: Not a consideration
11. Construction Consideration: No special problems
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not a consideration
13. Traffic Safety: No unusual problems
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: No problem

CONCLUSION AND REMARKS:

The major portion of the "New Work" is a revision of the Ocshen Interchange. The present roadway is A.C. and will be incorporated in most part into the proposed project.

RECEIVED
SEP 17 1964
FOR FILING

September 10, 1964

Goshen Interch
Goshen - Cottage
St. - St.
Oriswell Interch

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

We are submitting right of way map, File No. 1A-18-4, for the Goshen Interchange Section, recently programmed under Item 374, Project I-5-3(62)190.

We hope this will provide sufficient documentation to permit acquisition of the right of way and accordingly request your approval of the item for actual purchase.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JWN:ia

RECEIVED
SEP 9 1964
FOR FILING

I-5-3(60)175

6456

Salem, Oregon
September 4, 1964

Mr. Forrest Cooper
State Highway Engineer

Goshen-Cottage Grove
Interstate 5
Lane County

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Lloyd P. Shaw
Assistant State Highway Engineer

LPS:a,jw

Attachments

RECEIVED
AUG 3 1 1964
FOR FILING

August 31, 1964

Oregon State Highway Commission

Gentlemen:

The survey for bringing the Goshen Interchange to Interstate standards has been completed. This is on Interstate Route 5 in Lane County and is at the intersection of the Willamette Highway with the above Interstate route.

A public hearing was held on July 16, 1964, and some objection was expressed against revising the off ramps to the community of Goshen. In order to provide the Willamette Highway with a right-hand off lane (which is essential to good interchange construction), it is necessary that the Goshen ramp be somewhat modified. Our design is sound, and I am sure that the community will be adequately and conveniently served.

The length of the section is 1.03 miles and a map is attached for your information. The construction cost is estimated at $1,066,000 and the right-of-way cost at $56,000.

Inasmuch as it is desirable to place this area under construction at an early date, I recommend that the survey have your approval and that you authorize the acquisition of the necessary right-of-way. This matter will appear on the agenda for the October 9 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment
cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
W. T. Wright

RLP:ms bbc

RECEIVED
SEP 1 - 1964
FOR FILING

August 31, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Project I-5-3(60)175
Cosho-Cottage Grove Section
Roadway Slopes

Dear Sir:

Reference is made to your letter of July 2 again denying flattening of slopes adjacent to the old lanes.

As previously advised, this was 1955 construction and built with 3:1 rock surfacing slopes. The outside shoulder must be reshaped and built up under the proposed contract, with a difference in cost of less than $7,500 per mile for a 6:1 slope over a 4:1 slope. Revising surfacing slopes into the median from 4:1 to 6:1 would average less than $700 per mile, including the minor seeding and mulching which might be necessary.

The added cost per mile to construct 6:1 slopes is small and all current data and opinions point to flat slopes as a major safety factor on high-speed highways. We have attempted to assemble accident statistics which would either support or disprove these data and opinions, but without success. Our records are not sufficiently complete to indicate what happened after a car left the roadway. Most such accidents are reported only by the police, who arrive a considerable time after the accident, and only fragmentary information can be obtained.

In the absence of self-prepared data or formulae, one commonly utilizes the best authoritative information available. As a parallel comparison, one does not shun the use of trigonometry because he has not personally compiled a table of functions. So, in the matter of slope design, we do not choose to avoid advances in safety technology simply because our own

records are inadequate. We feel we have followed the best available authority in the design we propose and that the weight of that authority is adequate to establish the propriety of our request for a 6:1 slope index.

We again ask you to act favorably on this investment in safety and appearance of the Interstate System.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:sjw

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison

RECEIVED
AUG 17 1964
FOR FILING
I-5-(66)175
6456

Salem, Oregon
August 14, 1964

Coos Bay-Cottage Grove
Pacific Highway

Mr. F. D. Morgan
Construction Engineer

Attention: D. J. Barbee

Mr. George, Assistant Traffic Engineer, has compiled a bibliography of material on the effect of slope index in roll-over accidents. A copy of Mr. George's paper is included. It appears that little can be added to the presentations we have already made to the Bureau of Public Roads, in which we request its concurrence in constructing 6:1 slopes on the southbound lanes of the subject project.

The Bureau's rejection suggested compiling data on the effect of slopes on fatal or injury accidents. Mr. George has found our data collection does not provide information to support or to disaffirm need for flatter slopes. It seems prudent, in the absence of statistical data, to follow the best and most advanced opinion available. This we have done but have not put emphasis on the need to follow that approach.

If we can find strength and words to make one final pitch to the Bureau, it would be well to do so. I do not wish to delay preparation of material for Mr. Cooper to take to Washington, however.

Please discuss this matter with me.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

FORM E-30 80M 8-62 43908

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310

August 11, 1964

SUBJECT:

To: Lloyd P. Shaw
Assistant Highway Engineer
B U I L D I N G

You recently requested this office to conduct an investigation to determine what information could be compiled that would substantiate our recent request to the Bureau of Public Roads to participate in the construction of six-to-one shoulder slopes.

We have determined that our accident data, right back to the very basic officer's report form, does not contain information that can be related to the shoulder slopes. Since accident data was completely lacking we have carried out a library research paper on this matter, a copy of which is attached.

This report consists of condensations of various publications that we were able to locate. The discussion contained in the report is not the personal opinion of the compiler, but is a factual discussion based on the library research that was done in connection with the report.

I assume that you have the circular memorandum from the Bureau of Public Roads dated June 22. However, for your ready reference, we are also attaching a copy of this letter.

L. E. Geyer

for F. B. Crandall
Traffic Engineer

LEG:lpf

Attachments

RECEIVED
AUG 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

# A Paper on Roadside Slope Ratio and Its Relation to Vehicle Safety

Introduction:

It is the opinion of the writer, based on research gathered from material available, that there exists a general lack of definiteness as to standards relating to roadside slope ratio. Numerous articles express a desire toward safer and more generous design for earth slopes, however, usually lack specific standards to be followed.

The purpose of this paper is to attempt to impress the reader of the safety aspect with regard to flatter earth slopes abutting modern high speed highways.

Research material: .

Going back to January, 1946, a paper entitled "Report of the Committee on Roadside Development"[1] was presented at the 25th Annual Meeting of the Highway Research Board. Although this paper dealt primarily with earth shoulders, some mention is given slopes and drainage area as a part of highway design improvement. Although a specific standard as to slope ratio was not suggested the committee wrote that nothing would do more to make highways safer, more convenient and more beautiful than improvement in design of highway cross sections.

Again in 1948 the Highway Research Board published a paper entitled "The Roadside and Highway Design"[2]. Included in this article was a rather brief statement implying that many states, in hill country, employ 2:1 or flatter cut slopes with low fills being flattened to 4:1 or better purposely for the elimination of guardrail which in itself is a hazardous installation. Mention is also made of certain southern states that, at that time, were flattening slopes to the extent that a vehicle could leave the road at normal speeds and stop in the slope area without serious damage.

An article published in the "1951 Proceedings of the Highway Research Board"[3] emphasized slopes and ditch design as was adopted in the Dakotas. At that time their policy was to construct 4:1 front slopes from the edge of the shoulder down to the drainage way, wide bottom drainage ways, and 5:1 back slopes.

A publication on "Policies on Geometric Highway Design"[4] for 1952 does state that on fills of ten-feet or less in height the side slope shall not be steeper than 4:1 and 2:1 in solid rock or other special soils. This policy was limited to Interstate design. It further stated that on primary highways slopes should be as flat as feasible and slopes up to ten-feet in height should be 4:1 or flatter if possible.

From the AASHO "Manual on Highway Construction Practices and Methods, 1958"[5]; "slopes of 2:1, 4:1 and 6:1 or more are common, particularly on embankments only a few feet high where little increase in quantities is involved". In

1958 AASHO also published an article entitled "Policy on Maintenance of Roadways"[6]. Although this article does not mention safety in regard to flatter slopes, it does state that earthen slopes less than three feet in height should be flattened to 4:1 ratio or flatter, gradually increasing the pitch to 2:1 for earth slopes ten feet or over.

In a paper presented at the 1958 Summer Meeting of the Society of Automotive Engineers[7] the author states that old-fashioned 'V' dips are still constructed along many of the modern highways and are not only hazardous to motorists but subject to erosion and difficult to maintain. He informs us that even at 4:1 slopes it is difficult for a car to traverse the terrain without injury or damage to the vehicle. Vehicles out of control on 6:1 slope ratio will generally spin rather than roll. At this time, a minimum ratio of 6:1 slopes was being built at the General Motors Proving Ground with 10:1 being utilized when water drainage was not a problem.

Taken from AASHO "Policy on Geometric Design on Rural Highways, 1959"[8], it is stated that on 3;1 slopes or flatter motorized maintenance equipment is most efficient and that flat slopes are safer than steep ones. Fill slopes of 4:1 and flatter lessen accident severity and greater sight distance is provided on horizontal curves when flat slopes are utilized.

"Slopes should blend with the landscape. Earthwork should be streamlined not only for aesthetic reasons but for the safety of out of control vehicles and also for the practical need for low cost maintenance." These statements were taken from a paper by Charles Noble entitled "Express Highway Design, Eno Foundation, 1959"[9].

"Safety advantages of flat slopes are significant in view of the increasing portion of rural accidents involving vehicles leaving the roadway. Flatter slopes simplify maintenance, including snow removal, and are more pleasing in appearance. We should avoid deep ditches by installing drain pipe or by constructing swale ditches with flat slopes. This type of construction proves to be less hazardous, reduces maintenance cost and improves highway appearance."[10]

Mr. K. A. Stonex of the General Motors Proving Ground has written several articles having to do with roadside design from which I have gathered much of the material presented in this paper. "Side slopes are to be 4:1 ratio or flatter where feasible" (backed by the Highway Act of 1956).[11,12,13] "Flat gentle slopes should be constructed wherever possible." This was considered a minimum standard for the Interstate highway system. In his words, "In the concept of roadside safety, it is implicit that the roadside be developed so that the driver can traverse it without damage to the vehicle, or injury, or extreme shock so that he can recover control and return to the road without incident."

Mr. Stonex has incorporated the help of graphs and photographs in his articles to emphasize his findings. Illustrated, for instance, is a graph showing that on an 8:1 slope, which is quite flat, 6% less deceleration is required to tip the car than on a level road, and on a steep slope the car can be tipped much more easily. The deceleration required to overturn the car on a 2:1 slope is 23% less than that required on a level road. He states in the conclusion of one article that "with the application of the high design standards in current use, it is evidently possible to achieve accident rates as low as one-fifth that of the present national average" and that with the application

of the above mentioned refinements of the standards of even the newest of the modern highways, they (General Motors Proving Ground) believe a further significant reduction in accident death rates would be achieved.

The National Safety Council statistics reveal that year after year between 30 and 35% of all highway fatalities in this country occur in non-collision accidents, most of which involve vehicles leaving the roadway. I again quote Mr. Stonex, "It must be concluded that for safe roadside design the slopes must be as flat as possible, not steeper than 6:1 and preferably flatter. For high-type roads, where practical speeds above 65 MPH may be anticipated, a ditch section having slopes of 6:1 is the most severe that should be used for the desirable standards of roadside safety".

Mr. James K. Williams, Director of the Office of Highway Safety in Washington, D.C., has composed a Circular Memorandum[14] this year, disclosing that slope flattening and other refinements are being used to improve highway safety in at least one-half of the states. Mr. Williams has received conclusions from several states including Oregon, that 6:1 side slope ratio on fills has been adopted. He further mentioned that the use of the 6:1 slope is gaining more acceptance and that it should be used wherever feasible.

Discussion:

It has been found that until of late, materials pertaining to side slopes are rather limited, not definite and somewhat repetitious; speaking, that is, from the confines of our Traffic Engineering library. Apparently 2:1, 3:1 and 4:1 fore and back slopes on cuts and side slopes on fills have been the generally accepted standard, depending upon the height of the cut. Other characteristics determining ratio have been the type of soil, hill or flat country, erosion and the drainage problem. In all cases the cost factor enters the picture and must be considered with the event of slope construction, especially in hilly country with narrow right-of-way and when the need for adequate water drainage presents itself.

The old-fashioned idea to employ deep, steep ditches for the purpose of water drainage can be eliminated with the use of drainage pipe or by constructing swale type ditches with flat slopes. In many cases involving the lack of right-of-way, flatter bench slopes can be constructed with the ratio decreasing with the height of the cut. If you consider the problem of extra dollars necessary to construct flatter slopes and weigh it against the cost of fatal accidents occurring off the roadway, possibly that problem becomes somewhat reduced financially. As has been covered by the authors in the references, the cost of maintaining ditch slopes will contrast sharply with that on easy generous slope design. It should be mentioned that flatter earth slope design also eliminates the need for the installation of guardrail, which in itself presents a serious accident potential. Other authors have suggested that the control of erosion and landscaping is considerably simplified on flatter slopes.

It is interesting to note that General Motors Proving Ground tests have proven that out of control vehicles on 4:1 slopes will quite probably roll over, endangering the driver and undoubtedly causing damage to the vehicle; whereas on 6:1 slopes or flatter the vehicle has a tendency to spin, however, remain upright. The figures that Mr. Stonex quoted in 1960 taken from the National

Safety Council statistics, which I shall repeat, "30 to 35% of all highway fatalities in this country occur in non-collision accidents, most of which involve vehicles leaving the roadway", should impress those concerned with the importance of safe roadside design which can also include functional and aesthetic features.

Conclusion:

Safety should and does play an important part in the design of our freeways, primary and secondary highways. We are endeavoring to construct tangent alignment, flatter grades and to separate opposing traffic by means of medians or dividers, not mentioning several other safety concepts. We know that many accidents occur after the vehicles leave the roadway. Why then should we not design roadside slopes to the same high engineering standards? I feel that the adoption of standard 6:1 or flatter side slopes when feasible would promote the highway engineer one step closer to achieving the goal of ultimacy in the profession of constructing safer, more beautiful highways.

I have attached a copy of the circular letter from Mr. James K. Williams to this paper as it is not on file in our office.

Larry M. Orth
Traffic Investigator
Oregon State Highway Department

LMO:sm
7-16-64

## References


1. Proceedings, 25th Annual Meeting (1945) Highway Research Board - Report of Committee on Roadside Development. The Design of Stabilized Earth Shoulders for Turf Cover. H. J. Neale, Chairman.

2. Highway Research Board - Report of Committee on Roadside Development, 1948 The Roadside in Highway Design, Geo. B. Gordon, Public Roads Administration.

3. Highway Research Board - Report of Committee on Roadside Development, 1951, Current Progress in Roadside Drainage Design, Wilbur H. Simonson, Chief Roadside Section, Bureau of Public Roads.

4. American Association of State Highway Officials - Policies on Geometric Highway Design, A Policy on Design Standards. Reprinted 1952.

5. American Association of State Highway Officials - Manual of Highway Construction Practices and Methods, 1958.

6. American Association of State Highway Officials - Policy on Maintenance of Roadsides, 1958.

7. Safety Aspects of Vehicle-Road Relationships - Louis C. Lundstrom, General Motors Proving Grounds, Presented at SAE Summer Meeting, 1958.

8. A policy on Geometric Design of Rural Highways - American Association of State Highway Officials, 1959.

9. Express Highway Design, Charles M. Noble - Eno Foundation - 1959.

10. Report by the Special Freeway Study and Analysis Committee to the Executive Committee of the American Association of State Highway Officials, 1960.

11. Scientific Highway Design for Safer Motoring, K. A. Stonex, General Motors Proving Ground - Society of Automotive Engineers, 1960.

12. 1960 Proceedings, Northwest Highway Engineering Conference, Roadside Design for Safety - K. A. Stonex, Assistant Director, General Motors Proving Ground.

13. Relation of Cross-Section Design and Highway Safety - 35th Annual Highway Conference, University of Colorado - K. A. Stonex, 1962.

14. U. S. Department of Commerce - Bureau of Public Roads - Circular Memorandum to Regional and Division Engineers. James K. Williams, Director, Office of Highway Safety, Washington, D.C. June 22, 1964.

CONSTRUCTION DIVISION
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U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
WASHINGTON, D.C. 20235

June 22, 1964

CIRCULAR MEMORANDUM TO: Regional and Division Engineers

FROM: James K. Williams, Director James K. Williams
47-30 Office of Highway Safety, Washington, D. C.

SUBJECT: Supplement to Circular Memorandum of January 22, 1964
Safety Demonstration Projects

Slope flattening, minimization of roadside obstructions, and related design refinements are being used to improve highway safety in at least half the States, judging from the responses to my Circular Memorandum of January 22, 1964. We think this information we have received may prove helpful in stimulating further progress in all States, and appreciate the opportunity to supply it to you. The current emphasis on safety improvement projects can be served in an effective way by gradual upgrading of selected aspects of existing design standards and practices, to the extent found feasible. We should like to have additional reports like these as the roadside-design-for-safety program develops.

Alabama: Recognition is being given in design procedures to the flattening of slopes, where economically feasible, to improve aesthetics as well as safety. The State's practice on use of guardrail is to hold it to a minimum.

Alaska: The State will give additional attention to roadside design for safety. It is considering the use of 6:1 slopes on designs for the primary system. The State has also agreed to make comparative cost and benefit studies of fill slopes versus guardrail installations.

Arkansas: Roadside hazards are eliminated to the greatest extent possible within reasonable cost. The State frequently uses a flat-bottom ditch where the terrain will permit. It attempts to avoid the use of guardrail through the use of flatter slopes. When guardrail is used, it is flared away from the roadway slightly at the approach end. The State uses 6:1 fill slopes to a height of about 5' and 4:1 slopes to a height of about 15' depending upon conditions such as slope of existing ground, right-of-way width, etc. Above 15' height, they normally use 3:1 slopes.

California: The State will cooperate in selecting locations for safety demonstration projects. Slope flattening and similar techniques are now considered by the State's design personnel.

Slopes 6:1 or flatter are already being used on cuts and fills under 4' with minimum of 18' from shoulder to end of slope; and 4:1 on cuts and fills 4 to about 10 feet.

California (continued)

Ditches are eliminated in cut sections on tangents, and for the high side of superelevated sections are designed on a 6:1 slope with a 6-inch depth.

On divided roadways in approximately the same plane, the median slope is generally 6:1 to 10:1. Medians 22' or less are decked on bridges that carry shoulders.

When bridge piers are required adjacent to the right shoulder, they are positioned 11' from the pavement edge, with guardrail protection. Piers on the left are generally positioned in the center of moderate-width medians with a minimum clearance of 9' on 8-lane freeways and 6' on 4 and 6-lane freeways.

Guardrail is considered for curves where height of embankment exceeds 10', side slopes are steeper than 4:1, shoulder width is less than 8', and for obstructions within 12' of pavement edge. Guardrail is also placed at the ends of all bridges.

Physical barriers to prevent median crossings are provided where average daily travel will exceed 60,000 vehicles within 2 years after freeway construction, provided the freeways are approximately in the same plane and separated by median width less than 36 feet. On 16 to 36-foot medians cable chain-link fence barriers are used. On medians less than 16' double blocked-out metal beam barriers are installed.

Trees and other plantings on freeways are set back a minimum of 25' from the edge of the through lanes and a minimum of 20' from the edge of ramps and collector roads, if trunk growth will total 4" or more at maturity.

Colorado: The State has been flattening slopes to eliminate guardrail wherever feasible.

Based on the Idaho study for determining guard fence requirements, the State uses a hazard profile plotted on the basis of assigned values for height of fill, roadway alinement, width of roadway, rate of fill slope, nature of slope material, icing conditions of roadway, water body at toe of fill, percent of downgrade, proximity of hazardous obstructions, and traffic volumes.

The State is also attempting to improve sight distances for vehicles entering crossroads from interchange ramps and frontage roads, especially when the crossroads are carried under main highways -- by securing additional right-of-way in order to place the intersection of ramps and frontage roads with crossroads at a greater distance from the underpass structures. Longer bridges and flatter slopes around them also are sought, in the interest of greater visibility.

Georgia: Flattening of slopes for direct safety purposes and to minimize guardrail installations is practiced by the State.

Idaho: The State has formulated a "System of Warrants" to be used to determine the location of guardrail. By giving consideration to eight evaluation items this method is used to make guardrail design consistent throughout the State.

Indiana: The State's statistical information supports the theory that guardrails are in themselves a road hazard. The State has not at this time flattened slopes strictly for safety purposes. It has, however, flattened its slopes from a maximum of 2:1 to 3:1 primarily for erosion control and maintenance purposes. In the interchange areas the State has been building slopes of 6:1, and it recognizes the additional safety features gained by this type of construction.

Louisiana: The State's current design practice for roadside safety is limited to the use of guardrail and median fencing for the three following conditions:

1. Guardrail is used in advance of narrow bridges in the shoulder area to prevent vehicles from colliding with ends of bridge parapet walls and handrails.

2. Guardrail is used in medians in advance of bridges (or overpasses) to prevent vehicles from going over embankments and coming to rest on highways, railroads or in streams below the bridges.

3. Median guardrail and fencing is used on narrow medians to prevent vehicles from crossing medians and entering opposing lanes of traffic and to eliminate headlight glare.

Mississippi: The State uses a 4:1 slope on fills up to 10', a 3:1 slope on fills 10 feet to 20 feet in height, and 2½ or 3:1 slopes above 20 feet. In areas where there is Yazoo clay it uses slopes of 4:1 and flatter. The State does not allow trees within 28' of the pavement.

Nevada: Nevada has revised its policy on structural designs. It is eliminating wherever feasible above-ground obstructions, such as right-hand piers. All structures will be reviewed in preliminary design stage for safety.

In the future, guardrail installation will be shown on plan sheets, with advance plan review by a traffic engineer and joint on-the-ground review by design, traffic, and resident engineers. Flared guardrails will be installed at existing piers.

Nevada (continued):

Small culverts will be extended on the median side to provide 10' clearance, traveled way to headwall. Transitions to temporary road connections will be improved safetywise.

Transitioning will take place on the permanent construction and the seal coat (usually open graded mix) will be omitted beyond the beginning of the transition. The future contract will then begin seal coat at this point which will then obliterate all signs of the temporary striping.

New Mexico: The State uses warning posts on high fills instead of guardrails or barrier fence. The State does not use special slope flattening techniques for either safety purposes or to minimize guardrail installations.

New York: The State believes 6:1 slopes are desirable when economically justified. Its standard highway sections call for 6:1 slopes for low fills up to 3', and flatter where conditions warrant. A demonstration project is not considered feasible now but the concept is approved.

North Carolina: The State would be receptive to a safety demonstration proposal. Slopes will be flattened where economically feasible. In the inspection of several plans, agreement was reached to change slopes from 2:1 to 4:1 or flatter. The State has instructed its design squad leaders to incorporate in their designs to the extent possible suggestions contained in the paper on "Roadside Design Safety."

Oklahoma: The State has adopted on Interstate highways the 6:1 inner slope for ditches and for fills up to 10', plus an 8' rounded ditch. It has been able to reduce materially the amount of guardrail.

The State has not adopted the 6:1 back slope, feeling that cost might be prohibitive except where additional excavation material would be required to reduce borrow. But it will give this aspect of design more study on future projects.

The State also realizes the desirability of the 6:1 slope on primary highways where feasible. It has been constructing paved shoulders on all main highways for 15 years -- for lateral support for the pavement and for safer maneuverability. The State feels that the paved shoulders with a contrasting color and/or texture are well worth the additional cost.

Oregon: The State generally uses 6:1 side slopes on fills up to 6' in height and 4:1 side slopes on fills from 6 to 10' in height. On fills of height greater than 10', they compare the costs relative to slope flattening with those relative to installing guardrail and base its decision on the results of this comparison.

Oregon (continued):

Side slopes into wide medians have a maximum slope of 6:1 and vary to a minimum slope of 20:1.

Shrubs are also being planted in wide median areas in an attempt to provide a shock absorbing material to minimize the effects of a car leaving the highway.

The State has made a number of other changes in the interest of safety on the highways. Some of these changes are as follows: Such as the installation of sign bridges at the beginning of deceleration lanes instead of butterfly signs in gore points; the installation of median rail ramp ends; and random fills to eliminate short sections of guardrails across high fills.

The State is working on a new standard design for guardrail installation in which they propose to provide a parabolic taper at the ends of all guardrails as a safety measure.

The following tabular data have been compiled to show the difference in cost of a one mile section of freeway design adopting a slope of 6:1 as against 4:1. The terrain in this area is flat to slightly rolling. Cuts and fills on this section are approximately 20' maximum.

| Where Sections Average | 6:1 over 4:1 Slope | Additional Costs/Mile |
|---|---|---|
| 3' Cuts and 5' Fills | 6:1 over 4:1 Slope | $ 7,000 |
| 8' Cuts and 10' Fills | 6:1 over 4:1 Slope | 10,600 |
| 13' Cuts and 15' Fills | 6:1 over 4:1 Slope | 13,900 |
| 18' Cuts and 20' Fills | 6:1 over 4:1 Slope | 16,100 |

South Carolina: The State follows the policy of removing trees from areas adjacent to roadway, of using special designs on sign and street lighting supports, and of using special designs on ditches and fill slopes so that the maximum slope is 6:1.

Tennessee: The State has included in construction plans some slope flattening to minimize guardrail installations. It has not, however, adopted a program to consistently apply safety features.

Texas: The State has resectioned many miles of its highways to wider shoulders and flatter slopes -- all postwar construction on the primary system has conformed approximately to the "1960 standard cross section" illustrated in the Highway Research Board presentation, "Roadside Design for Safety."

Farm and ranch-to-market road cross section has usually included a 32' crown section with 20' of pavement and slopes no steeper than 6:1 -- unless topography is rolling or mountainous.

Texas is also conducting tests aimed at (1) reducing wind loads on signs so that less massive and therefore less hazardous supports will be required, and (2) developing signposts that will release under collision load.

Narrow bridges are being eliminated systematically. Nearly all new bridges are full roadway width and it is hoped that this practice can be extended to all bridges in the future.

The State feels this subject is particularly timely and will cooperate in any way they can in this matter.

Utah: The State has developed a policy for wide ditches in heavy construction work so that maintenance equipment can operate clear of the roadway and shoulder. The State has considered flatter slopes in some instances and has some comparative cost data.

Washington: The State has selected a 3.5 mile 6-lane section of Interstate highway for a demonstration project on roadside safety design to study the effect of these concepts with respect to safety and economics.

Wyoming: The State follows the practices enumerated below with respect to safety.

1. Common Roadside Hazards: A. Roadside signs and light poles are placed twelve feet from the edge of the travel lane. All trees are kept well beyond that distance, B. Do not use the low-impact light pole.

2. Ditches: A. Standards call for a 6:1 inslope with a flat bottom ditch. V-ditch sections are used only in mountainous country where it is impractical to use the wide bottom ditch.

3. Guardrails: A. Guardrail installations are kept to a minimum. Installations are made only on 2:1 or steeper slopes of extremely hazardous locations, B. No end ramps have been installed in the State, C. Very few end installations have been installed.

## Summary

The foregoing reports by States give some insight into the current operations and trends in the design of a safe roadside.

It is generally understood that the whole of the roadside safety design concept would apply to our high-speed highways. It would appear that the use of the 6:1 slope is gaining more and more acceptance, and that it should be used wherever feasible, and especially when there is low-cost right-of-way and minor cuts or fills.

The elimination of substantial fixed obstructions such as trees, culvert headwalls, sign support footings above ground level, rock outcrops, and other obstacles close to the edge of the roadway is especially important. Lateral clearances of 25 to 30 feet are commonly needed for the driver to make a safe recovery of a vehicle involved in an emergency maneuver on the roadside.

The practice of positioning piers and abutments in the median and close to the edge of the shoulder is being dropped, wherever feasible, by many States. The use of continuous drainage curb along the inside edge of the right shoulder is being held to a bare minimum because when such curbs are struck vehicles frequently go out-of-control. The locating of overhead sign structures at the beginning of the deceleration lane instead of in the gore often offers not only an advantage to sign effectiveness, but minimizes a potential point of impact.

The State reports received are hardly a conclusive list of those items of roadside safety design that need attention and universal application, but they do support the point that considerable progress is being made in incorporating roadside safety designs in their highway construction. In cooperation with the States, we have the responsibility of continuing to encourage and support these and other similar practices.

The Highway Research Board soon will be publishing their Special Report No. 81 on "Determination of Need and Geometric Requirements for Highway Guardrail," which will be of direct value to further progress on a specific feature affecting the safety of the highway roadside.

Distribution:
3 copies to each Regional Engineer
3 copies to each Division Engineer
3 copies to each State Highway Department

FORM E-90 5M4 12-63 54674

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 8, 1964

**SUBJECT:** Survey Approval Map
Goshen Interchange
Pacific Highway

**To:** Mr. L. P. Shaw
Ass't. State Hwy. Engr.
BUILDING

Attached are 13 copies of the above named survey approval map along with a suggested letter to the Commission.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Ass't. Construction Engineer

DJB:ra

Attach.

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AUG 10 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 5 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. ELLIOTT, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

7-C-3(c)175
6&3(c

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 4, 1964

Mr. Edwin E. Zietz
Red Ball Oil Company
P. O. Box 285
Blue River, Oregon

Subj: Goshen Interchange
Pacific Highway
Lane County

Dear Sir:

According to our latest plan for the subject interchange revision, we will require the better part of your holdings legally described as a portion of Lots 9 and 10, Block 3, Glendora Tracts. There should be a piece on the easterly side of Lot 9 which will not be required for right of way. A map is enclosed showing the right of way required and our access control limits.

Our descriptions are presently being prepared and a field representative should contact you in the future to negotiate for our desired property taking.

Very truly yours,

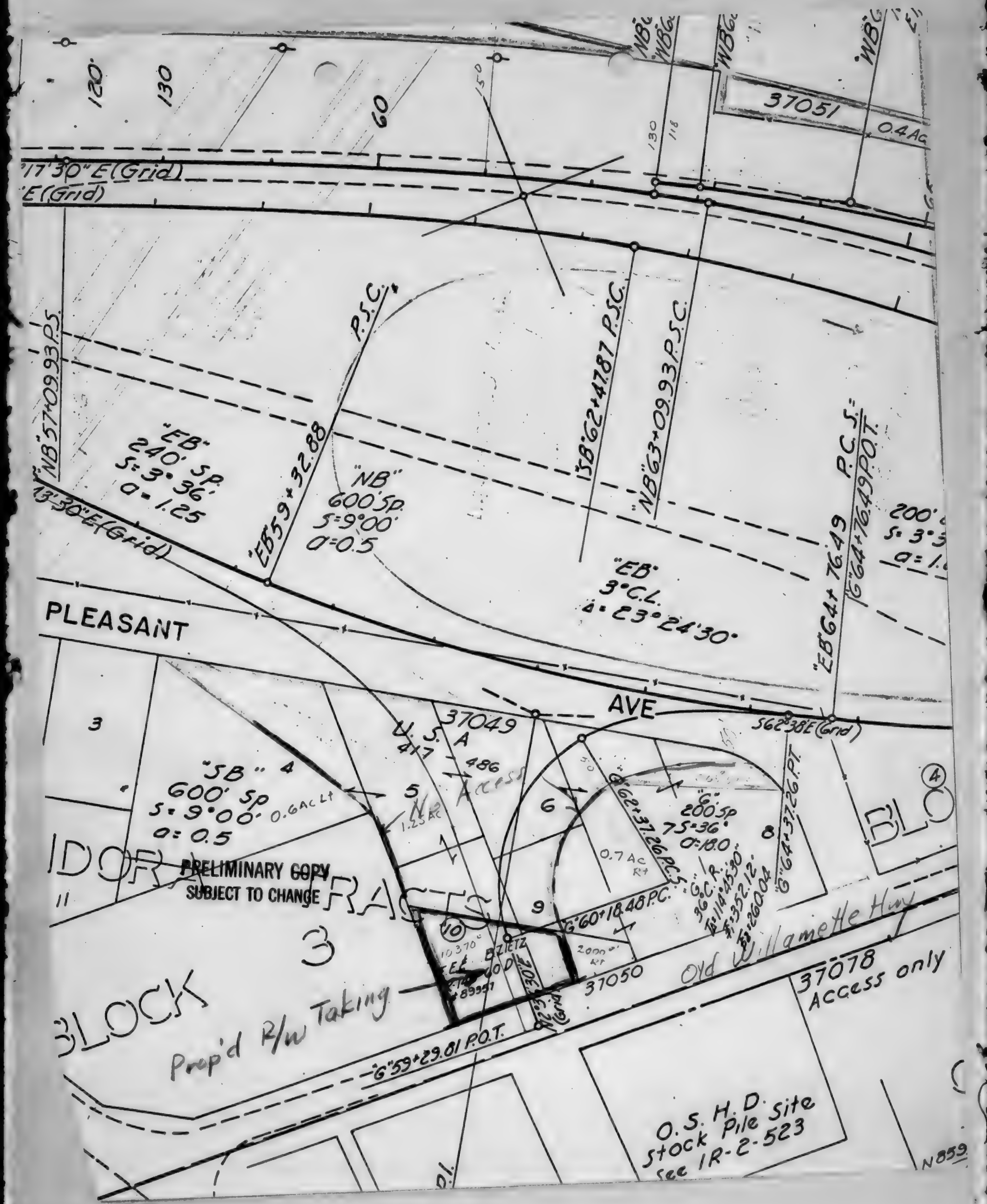
Forrest Cooper
State Highway Engineer

By

D.J. Barbee
Assistant Construction Engineer

Attach
DNS:jp

cc: General Files
W.T. Wright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13°30" E (Grid)
"EB 59+32.88
"NB" 600' Sp. S=9°00' D=0.5
"EB" 3°C.L. Δ=23°24'30"
"NB 58 62+47.87 P.S.C.
"NB 63+09.93 P.S.C.
"EB 64+76.49 P.C.S.
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PLEASANT
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A 486
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"G" 200' Sp S=36° D=18.0
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"G 64+37.26 P.T.
0.7 Ac Rt
8
"G" C.R. 36° Δ=114°45'30" R=352.12' E=260.04
IDOF
PRELIMINARY COPY SUBJECT TO CHANGE
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"G 60+18.48 P.C.
200' Sp Rt
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BLOCK
Prop'd R/W Taking
37050
Old Willamette Hwy
37078
Access only
"G 59+29.81 P.O.T.
O.S.H.D. Site
Stock Pile Site
see 1R-2-523
N859

Portion of Lots 9 & 10 BK. 3 ~ Glendora Tracts

July 31, 1964

Oregon State Highway Department
Salem 10, Oregon

Attention: Mr. Adrin Olsen
Urban Engineer

Dear Mr. Olsen:

We are the owners of a piece of property apparently involved in the anticipated interchange at Goshen, Oregon. We have been negotiating the leasing of this property on a long term basis for some time. As it now stands, the property is desirable as a service station location.

The property consists of two lots lying north of the old highway and immediately east of the Grange Hall. A few days ago the attorney who looks after our interests in that area informed us of the anticipated highway change and that the State may want to purchase about thirty feet from the east end. Since then, the real estate man engaged by our attorney has informed us the State may want to purchase the entire piece of property.

Our thinking has been to use this gound as rental property on a long term investment basis. It isn't our desire to sell if any usable portion will be left with desirable access.

We would appreciate any information you have available to us as to the status of this ground as soon as possible; as we have already made considerable progress on a lease basis and will try to adjust our plans accordingly.

Yours truly,

Edwin E. Zietz

Edwin E. Zietz
Red Ball Oil Company
P.O. Box 285
Blue River, Oregon

EEZ/jsz

CONSTRUCTION DIVISION
RECEIVED
AUG 3 1964

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JUL 28 1964
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July 28, 1964

Mr. Dave Van Fossen
P. O. Box 125
Eugene, Oregon 97401

Dear Mr. Van Fossen:

Reference is made to your letter of July 23rd in which you make a specific inquiry about the Ziets property located in the area of the Goshen Interchange.

You were previously advised that this project was in a design development stage. This is still true. However, our tentative designs at this time indicate the need for acquiring the Ziets property in its entirety. The Highway Commission has not approved the final location or design in this area. A hearing was held in Eugene on the interchange location but these hearings are based on only the general overall concept and do not necessarily reflect the detailed design.

I trust this information will be helpful to you. As soon as our plans become more definite, we will be able to answer your further inquiries.

Very truly yours,

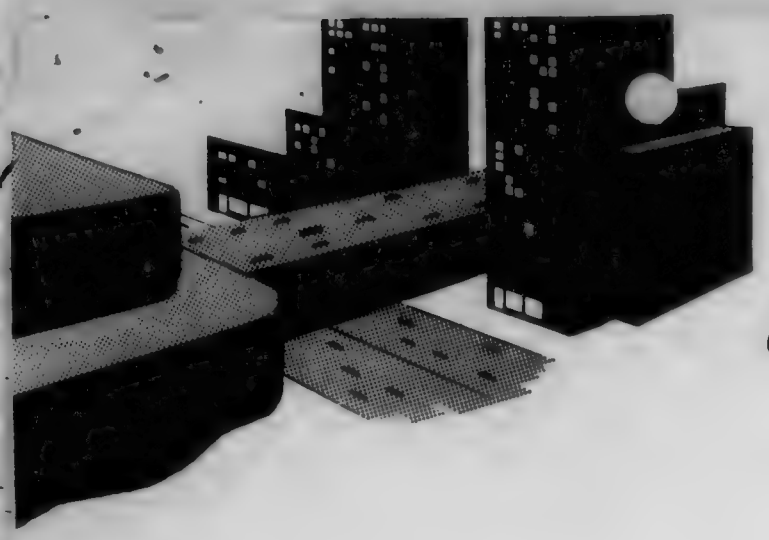
Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:mb

cc: L. P. Shaw
W. T. Wright
F. D. Morgan



# DAVE VAN FOSSEN

*Commercial–Industrial Real Estate*

ACTIVE MEMBER: SOCIETY OF INDUSTRIAL REALTORS
EUGENE HOTEL, SUITE 201 . . . MAIL ADDRESS P. O. BOX 125
PHONE 344-3243 . . . EUGENE, OREGON 97401

L.H. 7-16-64

JUNE 23, 1964

MR. L.H. YOUNG
OFFICE ENGINEER
STATE HIGHWAY DEPARTMENT
STATE OF OREGON
SALEM 10, OREGON

DEAR MR. YOUNG:

RE: RECONSTRUCTION AND REALIGNMENT OF GOSHEN INTERCHANGE.

THANK YOU FOR ANSWERING MY LETTER OF JUNE 16, AND SENDING THE SCHEMATIC LAYOUT CONCERNING THE ABOVE-DESCRIBED INTERCHANGE. I AM SORRY TO SAY THAT THE LAYOUT YOU SENT WILL DO ME ABSOLUTELY NO GOOD. AS I REQUESTED IN MY FIRST LETTER, WHAT I NEED IS SOMETHING WHICH SHOWS THE VARIOUS OWNERSHIPS ALONG WITH THE PROPOSED REALIGNMENT RIGHT-OF-WAY LINES.

FRANKLY, I DO NOT NEED AT THIS TIME WHAT MIGHT BE CONSIDERED TO BE YOUR FINAL PLANS. IF I COULD JUST HAVE YOUR PROPOSED REALIGNMENT PLANS TO DATE IT WOULD BE HELPFUL.

THANK YOU.

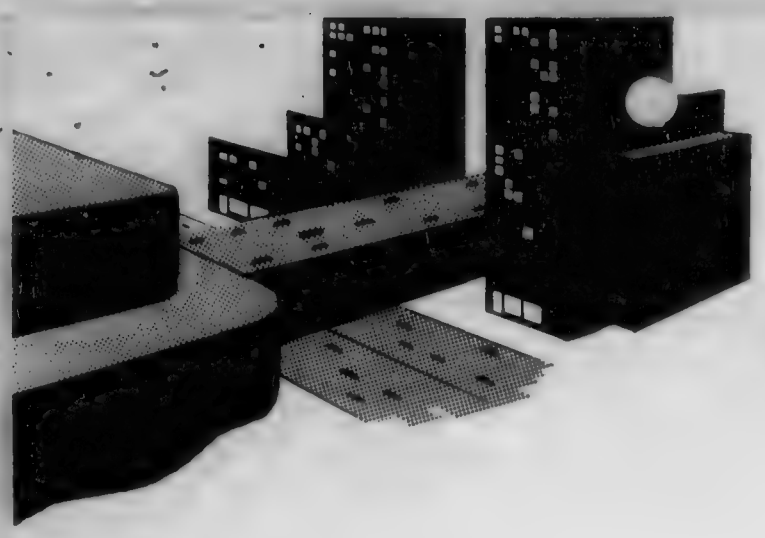
SINCERELY YOURS,

Dave VanFossen

DAVE VAN FOSSEN

DVF/v

RECEIVED
JUN 29 1964
OFFICE OF ENGINEERING




# DAVE VAN FOSSEN

*Commercial–Industrial Real Estate*

ACTIVE MEMBER: SOCIETY OF INDUSTRIAL REALTORS
EUGENE HOTEL, SUITE 201 . . . MAIL ADDRESS P. O. BOX 125
PHONE 344-3243 . . . EUGENE, OREGON 97401


JULY 23, 1964

MR. L.H. YOUNG
OFFICE ENGINEER
STATE HIGHWAY DEPARTMENT
STATE OF OREGON
SALEM 10, OREGON

DEAR MR. YOUNG:

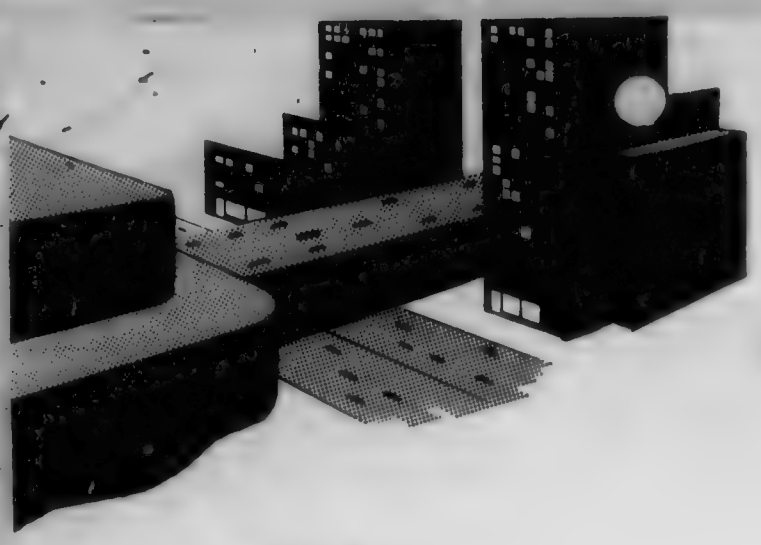
RE: RECONSTRUCTION AND REALIGNMENT OF GOSHEN INTERCHANGE.

JUST A MONTH AGO, I WROTE YOU TO ASK IF IT MIGHT BE POSSIBLE TO HAVE A MAP SHOWING THE VARIOUS OWNERSHIPS FOR THE ABOVEMENTIONED REALIGNMENT. WE HAVE NEVER RECEIVED YOUR ANSWER.

SINCE THAT TIME, YOUR DEPARTMENT HAS HELD A HEARING HERE IN EUGENE CONCERNING THIS MATTER. IT SO HAPPENED I WAS OUT OF TOWN AT THE TIME YOUR PEOPLE WERE HERE, AND WAS NOT ABLE TO ATTEND THE HEARING.

AT THIS TIME, COULD YOU PLEASE TELL ME WHAT THE DIMENSION OF THE ED ZIETZ PROPERTY WILL BE WHEN YOUR REALIGNMENT IS COMPLETED? AS YOUR MAPS NO DOUBT SHOW, THE ZIETZ PROPERTY IS ADJACENT TO THE OLD GRANGE HALL FACING THE OLD HIGHWAY GOING OUT OF GOSHEN; IT IS GENERALLY DIAGONALLY ACROSS THE OLD HIGHWAY FROM THE SHELL SERVICE STATION.

MY REASON FOR DESIRING THIS INFORMATION IS THAT MR. ZIETZ HAS ASKED ME TO SECURE A GROUND-LEASE FOR HIS PROPERTY. NATURALLY, THE THOUGHT OCCURS THAT THE MOST LIKELY PROSPECT WOULD BE AN OIL COMPANY FOR A SERVICE STATION.




# DAVE VAN FOSSEN

*Commercial—Industrial Real Estate*

ACTIVE MEMBER: SOCIETY OF INDUSTRIAL REALTORS

EUGENE HOTEL, SUITE 201 . . . MAIL ADDRESS P. O. BOX 125

PHONE 344-3243 . . . EUGENE, OREGON 97401




I WILL VERY MUCH APPRECIATE ANY INFORMATION, SKETCH, OR MAP THAT YOU MAY BE ABLE TO GIVE ME; IF THERE IS A CHARGE FOR IT PLEASE SEND ME A BILL.

THANK YOU.

SINCERELY YOURS,

Dave Van Fossen

DAVE VAN FOSSEN

DVF/v

RECEIVED
JUL 24 1964
OFFICE ENGINEERING

RECEIVED
JUL 2 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Form CD-111 (1-63)
(Prea. by A.O. 20-10)

UNITED STATES GOVERNMENT

# Memorandum

I-5-3(60)175

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

FROM : A. M. Parsons
Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon 97301

DATE: July 2, 1964

In reply refer to: 08-35.4-DA

SUBJECT: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section
Roadside Slopes

Your Mr. Stephenson's letter of June 12, 1964, in reply to our memorandum of May 14, 1964, did not provide information other than that which we have previously considered.

Our views relative to the information contained in "Traffic Control and Roadway Elements" and "Roadside Design for Safety" by K. A. Stonex are that this data is not entirely applicable to the case at point. The referenced data was obtained from experiments on somewhat wider median strips with flat bottom ditches. Our fear in this regard is that for these narrow medians flatter slopes without some type of barrier, would result in the possibility of head-on collisions rather than providing a safer means of regaining control of vehicle. No doubt a more favorable condition would result; however, it is questionable if any ditch section could be provided within this restricted median that would acceptably accommodate the high speed travel conditions on this roadway, according to Stonex's data. The slightly more favorable result does not, in our opinion, establish adequate support for use of Interstate funds for median modification. Our position, therefore, relative to ineligibility of median reconstruction remains as stated in our May 14 memorandum.

Likewise, no additional information has been presented which was not previously considered in regard to flattening fill slopes to 6:1. It is our opinion that the typical section, including use of 4:1 fill slopes, was mutually approved for this Interstate segment and that we cannot continually go back over Interstate projects and update them to current standards.

For the above reasons we are still unable to approve use of Interstate funds for flattening of slopes to 6:1.

RECEIVED
JUL
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

June 18, 1964

Mr. Dave Van Fossen
P. O. Box 125
Eugene, Oregon 97401

Dear Mr. Van Fossen:

With reference to your letter of June 16th, I wish to advise that we do not have all of the material which you requested. This job is still in the design development stage.

I am sending you herewith a schematic layout of the Goshen Interchange on which final design is being based. This is preliminary and subject to change. This design contemplates the acquisition of a minimal amount of right of way to accommodate the highway elements.

If you require information about a specific location, I suggest that you come to Salem and view the maps in their present stage of development.

I trust this information will be of help to you.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:mb
Enc.
cc L Shaw
F Morgan

RECEIVED
JUN 15 1964
FOR FILING

I-5-3(60)175
6836

June 12, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street
Salem, Oregon 97301

Dear Mr. Parsons:

Re: Oregon Project I-5-3(60)175
Goshen-Cottage Grove Section
Roadway Slopes

Reference is made to your Memorandum 08-35.2-DA dated May 14, 1964, on the subject project.

It is felt by the Highway Department that the additional cost of using 6:1 slopes instead of the 4:1 slopes is warranted due to the greater safety factor achieved by using the flatter slopes. As stated in "Traffic Control and Roadway Elements", 1963 publication, prepared by The Automotive Safety Foundation in cooperation with the U. S. Bureau of Public Roads, a high percentage of accidents involve vehicles that leave the traveled lanes. The publication also states that for high-type roads where practical speeds of 65 miles per hour and above may be anticipated, a ditch section of 6:1 is the maximum that should be used for standards of roadside safety. They further point out that the accident rate decreases as the median width increases; however, the median must be designed so that a vehicle can enter the median area and still be brought under control. Therefore, the slopes should be no steeper, and preferably flatter, than 6:1 so that an out-of-control vehicle can be brought under control before it will overturn.

The above conclusions are also in the Stonex report presented at The Greenbrier Meeting, Detroit Section, of the Society of Automotive Engineers.

Your further attention is directed to letters written by President Johnson to Secretary Luther H. Hodges dated March 23, 1964, and by Secretary Luther H. Hodges to the

governors of all fifty states dated April 7, 1964, and also Circular Memorandum to Regional and Division Engineers from Rex M. Whitton, Federal Highway Administrator, dated April 15, 1964. This correspondence pertains to the improvement of highway safety. Flattening of side slopes to provide a recovery area for vehicles out of control is specifically mentioned in Mr. Whitton's Memorandum.

Inasmuch as the existing shoulders are in such a condition that they will have to be reshaped and built up during the overlay project, it is felt that the slope design should be brought up to a standard to give the traveling public as safe a road as possible.

With this additional information, we ask that you reconsider the use of Interstate funds and participate in the construction of 6:1 rock slopes on this project.

Very truly yours,

P. H. Stephenson
Acting State Highway Engineer

cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. L. P. Shaw
Mr. F. D. Morgan
Mr. L. H. Young
Mr. L. R. Chandler

DEK:bjm ms

RECEIVED
JUN 9 - 1964

FOR FILING

7-5-3(60)175

EXEC

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1964

To: Mr. L. H. Young
Office Engineer

BUILDING

SUBJECT: Preliminary Engineering
Goshen-Cottage Grove Section
Pacific Highway - Lane County
Project No. I-5-3(60)175

Pacific Power and Light Company has relocation work to be done on this project and they have requested authorization to proceed with their preliminary engineering at an early date.

Mr. Ted Dec understands there will be a need to purchase some additional easements on this section and suggests you program preliminary engineering, right of way acquisition and physical adjustments of all utilities on this project.

The utilities involved are:

| | |
|---|---|
| Pacific Power and Light Company | $10,000 (includes R/W acquisition) |
| Pacific Northwest Bell Telephone Company | 1,000 |
| Creswell Telephone Company | 1,000 |
| Lane County Electric Cooperative, Inc. | 1,000 |

Your prompt attention to this matter will be appreciated.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

NOTED
LLOYD P. SHAW

PGP:bjm

cc: A. W. Parsons
L. P. Shaw
C. H. Maison
W. T. Wright
L. R. Chandler
P. R. Barnhart

RECEIVED
JUN 5 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
May 28, 1964

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

Attention: D. J. Barbee

A Bureau of Public Roads' memo of May 14 regards slope design of Goshen-Cottage Grove Section of I-5 is attached.

Please prepare another justification for presentation to the BPR. I suggest using some of its own suggested procedures. The "Stonex" report is one example of safety through slope design which the Bureau seems to favor.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

Form CD-121 (11-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

SHAW

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 14, 1964

In reply refer to: 08-35.2-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section
Roadway Slopes

Mr. Shaw's letter of May 5, 1964 furnished information regarding cost of rock surfacing slopes on the subject pavement overlay project.

We have reviewed this cost estimate and have given further study to proposal to flatten slopes to 6:1 on the southbound roadway. As you perhaps recall we have previously expressed our pleasure in your initial preliminary plans which indicated 4:1 slopes. This initial proposal would provide symmetrical north and southbound roadways at completion of subject project adequate according to AASHO minimum standards. We are aware of the merits afforded by the flatter 6:1 slopes and have taken this into consideration in our study.

Certain aspects of the previously constructed median make it contrary to the principles established for use of Interstate funds to do reconstruction in this portion of the roadway with such funds, the specific reason being that 1956 Interstate funds were expended to complete construction of the median area to mutually acceptable standard. No justifications based on inadequacies, record of accident, or other unusual circumstances, have been presented. Specifically, Extra Work Order No. 2 under Oregon Project I-5-3(23)175 provided for resloping median area adjacent to southbound roadway and Order for Work by State Forces No. 3 provided seeding and mulching for the entire median area. Our approvals of these two orders were based on the assumption that mutually acceptable section was being obtained and that no further stage type construction would be necessary. For these reasons we cannot approve slope modification in the median area.

July 19/62

The same situation would apply to your plans to bring slopes up to 6:1 standards on the northbound lanes. This work would not be eligible for 1956 Interstate funds participation.

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

In regard to flattening outside fill slopes to 6:1, we are not able to approve this feature on the basis of information presently available. The 4:1 slopes as originally proposed appear adequate and meet minimum AASHO standards. The fact that this is a modification of an existing roadway places our consideration in a different light, especially from the usual design standard consideration primarily for reasons of cost. In our opinion the cost of obtaining this slight slope advantage seems exorbitant if your only justification is updating of design standards.

If you are able to provide other information, such as substantial record of accidents attributable to slightly steeper slopes, unusual situation, etc., or if you are able to arrive at an alternate method of construction which would appreciably lower cost, we will reconsider use of Interstate funds in light of additional information provided.

RECEIVED
MAY 18 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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MAY 6 - 1964
FOR FILING

I-5 3(60)175
1
1964

May 5, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Goshen-Cottage Grove Section
Pacific Highway
Lane County

Dear Sir:

Further studies have been made for the proposed pavement overlay on the above project in respect to the rock surfacing slopes. Preliminary plans presented to you March 10, 1964 showed the proposed rock surfacing slopes as 4:1. Estimates reveal that for an additional cost of approximately $7,800 per mile the slopes could be brought up to our recently adopted 6:1 slopes. This would amount to approximately $105,000 for this 13.5 miles of road.

This road was originally built with 3:1 rock surfacing slopes. The shoulders are now in such a condition that they must be reshaped and built up during the surfacing overlay project. We feel that this is the logical time to bring these shoulders up to our latest standards. When the northbound lanes require the normal resurfacing, we will want to bring the slopes up to the 6:1 standard. We do not feel the unsymmetrical roadway caused by the use of 6:1 slopes on the southbound lanes would be detrimental with the 74-foot center line to center line type of median.

The enclosed roll of typical sections shows a sample of the existing roadway and the proposed overlay with 6:1 rock surfacing slopes.

We request your approval and participation for the 6:1 rock surfacing slopes on this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. R. Chandler

Enclosure

RECEIVED
MAY 1 - '64

I-5-3(62)117

6856

417 Cottage Street NE.
Salem, Oregon 97301

April 26, 1964

Mr. Norman Cooper, State Highway Engineer
Salem, Oregon

Original signed by T. Doc
Eng. Coordinator

09-35-DC

Attn: A. E. Petersen, Division Engineer
Salem, Oregon

By: T. Doc
Engineering Coordinator

Subject Project I-5-1(34)117, S. Ashland - S. Ashland Section
Certification of Control-of-Access Rights

Our memo 20, 1964 memorandum in connection with Project I-5-3(24)64, Mountain Road Area, indicated that you did not certify that control-of-access rights had been or are being secured in accordance with subparagraph 7c of PPM 21-17. Subsequently, our March 31, 1964 memorandum on Project I-5-1(34)117, Ashland - Cottage Grove Section, requested that such a certification be provided regarding rights of access to or from abutting property including those involved with utility easements. Alternative forms for making rights-of-access certifications were suggested therein.

We have received Mr. Wright's April 27, 1964 right of way status report which does not contain certification of either rights of access to or from abutting property or utility easements. In addition to a general certification, in this instance, advice is desired specifically on the Pacific Power and Light's easement crossing at Station 1435, covered city street crossing (Nevada St.) at 1483, and the separated county road crossing (Creeden Road) at Station 1619 in order that procedures for handling these various conditions can be clarified.

NOTED
LLOYD P. SHAW

Orig. to Wright
4-29-64
cc Young 5-4-64

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

APR 20 1964

I-5-3(60)175

TO : Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

DATE: April 14, 1964

FROM : A. M. Parsons
Division Engineer
Salem, Oregon

08-35.2-DA

SUBJECT: Oregon Project I-5-3(60)175
Goshen - Cottage Grove Section, Pacific Freeway
Roadway Slopes

Reference is made to the final paragraph of our March 31, 1964 letter concerning subject project and the mention therein of use of symmetical median section. The reference was meant to include the entire typical section so far as use of 4:1 slopes is concerned, thus bringing the entire section into being as an integrated design and minimizing the impression of changing standards and stage construction in the completed facility.

Our area engineer advises that field work is now under way to revise the fill slopes to other than the 4:1 on the south-bound roadway. We understand this work might result in a $50,000 added cost, which in our opinion will not result in operational or esthetical benefits which are commensurate with such an added cost.

It is our feeling that expenditures of above mentioned amount of additional funds for engineering and the construction of such changes would be inappropriate.

RECEIVED
APR 15 1964
OFFICE OF
STATE HIGHWAY ENGINEER

4-16
Xerox copy has been sent to Barbee
Copy to Young 4-17-64

RECEIVED
MAY 7 - 1964
FOR FILING

I-5-3(60)175
6826

Salem, Oregon
April 10, 1964

Mr. Ivan D. Merchant
Bridge Engineer
Building

Goshen-Cottage Grove Section
Interstate 5
Lane County

The vertical clearance under the Creswell grade separation structure is below required minimum. To remedy this fault, it was proposed to lower the grade of Interstate 5 in a long dip. The Bureau of Public Roads has taken exception to this treatment and, at least verbally, has approved raising the crossing structure.

Please prepare plans to permit contracting the structural work with the overlay and slope correction project originally scheduled April 21 and delayed by utility access matters until July 14.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:a;w

cc R. L. Porter
P. H. Stephenson
F. D. Morgan

This is currently being worked on.--(May 6, 1964)

RECEIVED
MAR 23 1964
FOR FILING

FORM E-30X SDM 3-63 49606

I-5-2(aa), 73

1254

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1964

SUBJECT: Utilities Adjustments
Goshen-Cottage Grove Section
Pacific Highway
Lane County

To: Mr. Paul R. Barnhart
Field Utilities Liaison Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon

I have just had a discussion with W. R. Grafe of the Bureau of Public Roads concerning this subject. We have decided to proceed on the following basis:

Utilities which are large, expensive to move and do not conflict with the actual construction will be allowed to remain in place and be serviced by locked gates.

Minor distribution lines which may be moved at nominal expense and utilities in conflict with the construction will be required to move outside the access control lines.

Please contact the various utilities, determine which must be moved, where the locked gates must be placed to serve those which will remain within the right of way and submit a report to this office as soon as possible.

F. D. Morgan
Construction Engineer
ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: A. W. Parsons
L. P. Shaw
Frank Hall
L. R. Chandler

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JAN 9 1964
FOR FILING

I-5-3(60)175

6-x-16

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 6, 1964

SUBJECT: Resole Goshen-Cottage Grove Section
I-5

To: Mr. L. P. Shaw
Ass't. State Hwy. Engr.

BUILDING

On the subject section is the intention to resole the southbound lane. The southbound lane on this section was constructed in 1955 with nominal 3:1 rock and ditch slopes. In 1961 the present northbound lanes were constructed using nominal 4:1 slope on the surfacing rock and ditches.

It is our present plan to resole the existing southbound lanes including the two shoulders, but doing nothing with the existing rock and ditch slopes. We will continue under this plan unless I hear from you to the contrary.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Ass't. Construction Engineer

DJB:ra

RECEIVED
JAN 7 1964
OFFICE OF
STATE HIGHWAY ENGINEER

O.K. by F.C. 1-8-64
Stud

SUGGESTED DRAFT FOR MR. PORTER
November 15, 1963

Mr. Harry Smith
1940 Glen Avenue
San Bruno, California

Dear Mr. Smith:

We now have a plan for revision of the Goshen Interchange which has been approved by the Bureau of Public Roads and can be considered firm, except for minor adjustment which may occur during detailed design.

A colored print of the interchange plan is enclosed for your use. New local access roadways are colored yellow. Existing roadways which will not be used in the new traffic pattern are shown cross-hatched. Existing roadways which will be closed are marked "sever" and the approximate location of closure is shown by a double bar.

It is planned to purchase right of way as promptly as possible. At the present time our crews are urgently needed elsewhere, but surveys should be underway in about 60 days.

I hope this information may be of service to you.

RLP

Attachment

LPS:ajw

FORM E-20 50M 3-63 45607

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1963

SUBJECT: Goshen Interchange
Pacific Highway
Lane County

To:

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
Building

In response to Mr. Porter's letter to you dated November 4th, I have again reviewed the status of the Goshen Interchange survey.

As previously reported, all crews in that area are busy on construction and no field work has been done to date. This has been discussed with the Division and the Resident and it is believed that the survey can be completed by February 1st which will give ample time for the presently set up May letting of the half-sole job on the south bound lanes. It is my understanding that the interchange itself is not to be constructed at this time due to a money shortage. It appears that only a few parcels of property will be required for the interchange but their extent cannot be determined without the field survey.

In a search of the records, it appears that a Mr. Harry Smith has contacted us on several occasions in regard to this interchange, claiming financial hardship by not knowing how our future plans will affect his property. There is no record of transmittal of our approved design to him. From the correspondence and from discussions with him in this office, it appears that he fronts on Seavey Loop Road which is to be severed at its present connection and will utilize a frontage road to connect to the Willamette Highway. An 1"-200' map showing our approved design is enclosed for your information. Also enclosed are copies of all correspondence in reference to Mr. Smith and this interchange.

F.D. Morgan
Construction Engineer

By A.D. Olson
A.D. Olson
Urban Engineer

ADO:jp
Enclosure

RECEIVED
NOV 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 29 1963
FOR FILING

I-5-3(60) 17
6836

November 27, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Re: Goshen-Cottage Grove
Paving Project

Dear Sir:

Attached is a tabulation of cores taken from the portland cement concrete paving on the subject project showing two cores of the 24 which do not meet the specified tolerances for thickness. The number of cores taken meets your requirements for record sampling and as only two show lack of depth, the job is considered to be in substantial conformity to our plans and specifications.

The special provisions on this project call for coring the PCC slab at 1000-foot intervals in order to determine a penalty based on the average depth of a 5000-foot unit. The cores which have been taken indicate that the average depth of a 5000-foot unit would comply with our specifications and no penalty could be assessed. We, therefore, request your approval for eliminating the taking of the remainder of the cores to obtain one core for each 1000 feet of slab.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

Attachment

cc Forrest Cooper
F. D. Morgan
L. H. Young
C. H. Maison
JFP:fp: ajw

## GOSHEN-COTTAGE GROVE SECTION

| STATION | LOCATION | DEPTH TO CENTER OF WIRE MESH | PAVEMENT THICKNESS |
|---|---|---|---|
| 41 | 5' Lt., N.B. ℄ | 2 3/8" | 8 " |
| 78 | 7" Rt., " | - - - | 8 3/4 " |
| 96 | 8' Rt., " | 2 1/2" | 8 " |
| 119+85 | 7' Rt., " | 2 3/4" | 8 1/8 " |
| 149 | 8' Rt., " | 2 7/8" | 8 1/2 " |
| 170 | 5' Lt., " | 3 1/4" | 8 " |
| 193 | 7' Rt., " | - - - - | 8 1/8 " |
| 203 | 7' Rt., " | 3 1/4" | 7 5/8 " |
| 213 | 7-1/2' Rt. " | 2 7/8" | 8 3/8 " |
| 226 | 5' Rt., " | - - - - | 8 1/4 " |
| 256 | 9' Lt., " | 2 1/2" | 8 " |
| 279 | 7' Lt., " | 2 3/8" | 8 " |
| 345 | 5' Rt., " | 2 1/2" | 8 1/8 " |
| 365 | 7' Rt., " | 2 7/8" | 8 1/2 " |
| 395+25 | 5' Lt., " | - - - - | 8 " |
| 416 | 8' Lt., " | 3 " | 8 1/4 " |
| 440 | 4' Rt., " | 3 1/8" | 8 5/8 " |
| 470 | 5' Rt., " | 2 1/2" | 7 5/8 " Barely C.K. |
| 478 | 5' Lt., " | 2 5/8" | 7 7/8" |
| 503 | 8' Rt., " | 2 3/4" | 9 3/8 " |
| 520 | 6' Lt., " | - - - - | 9 " |
| 550 | 8' Lt., " | 2 7/8" | 8 3/4 " |
| 570 | 6' Rt., " | 2 1/2" | 8 1/4 " |
| 585 | 8' Rt., " | 2 5/8" | 8 " |
| 620 | 5' Lt., " | 2 1/2" | 8 1/2 " |
| 635 | 7' Lt., " | 2 7/8" | 8 1/8 " |
| 670 | 6' Rt., " | - - - - | 8 1/2 " |
| 695 | 7' Lt., " | 2 7/8" | 8 3/4 " |
| 714 | 4" Lt., " | 3 1/4" | 8 1/4 " |
| | AVERAGE | 2 3/4" | 8 1/4 " |

FORM E-90 50M -6-62 69007

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 20, 1963

SUBJECT: Goshen-Cottage Grove
Paving Project

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

The special provisions on subject project call for the taking of one core in each 1,000 feet of each separately constructed strip of PCC pavement in order to establish whether or not the pavement is constructed in accordance with the typical section and to provide a means of determining a penalty in the event it is not.

This project is 13 miles long and would require 69 cores to meet the specifications. At present we have one man charged with taking both concrete and AC cores and as his time is at a premium, we requested he take sufficient cores on this project to meet Bureau of Public Roads requirements with the idea that if the results showed insufficient depths, we would pick up those necessary to comply with the specifications.

Attached is a tabulation of the 29 cores taken showing two cores not meeting the specified thickness, but when based on the 5,000 feet unit average would not require a penalty.

This matter has been discussed with the Bureau and they have indicated that they are satisfied with the results and will not require further coring.

If this meets with your approval, will you please request relief from our specification. A rough draft to the Bureau of Public Roads is submitted for your use.

F. D. Morgan
Construction Engineer

By J F Putnam

J. F. Putnam
Assistant Construction Engineer

JFP:fp
Attach.

RECEIVED
NOV 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 SOM 8-60 40607

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 18, 1963

SUBJECT: Goshen Interchange
Interstate Route 5
Lane County

To:

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
B u i l d i ng

This is in reference to your letter of October 16th in regard to status report on right of way on the Goshen Interchange. (Original request--R. L. Porter.)

Authority for Survey has been approved (8/9/63) covering the Interchange and an overlay of the southbound lanes; however, all crews in that area are busy on construction and no work has been done todate. It is my understanding that the interchange itself is not to be constructed at this time because of a money shortage--only the overlay on the southbound lanes is scheduled for next year.

As soon as a crew is available, the survey will be made so that the right of way can be delineated and acquired in advance, if desired. It appears that only a few parcels will be required with most of the work being done on right of way we already own.

F. D. Morgan
Construction Engineer

By
A. D. Olson
Urban Engineer

ADO:jp

NOTED
LLOYD P. SHAW

RECEIVED
OCT 21 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 29 1963
FOR FILING

I-5-3(12)175

477 Cottage Street NE.
Salem, Oregon 97301

October 15, 1963

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

A. W. Parsons
Division Engineer
Salem, Oregon

08-35.2-DA

Location Prospectus dated August 13, 1963
Oregon P.E. Project I-5-3(12)169
Goshen Interchange - Cottage Grove Section, Pacific Highway

In reference to the captioned location prospectus entitled "Goshen Interchange - Cottage Grove Section, Pacific Highway" we have reviewed this document and are in agreement with your proposals.

We approved the program on this portion under the Goshen - Divide P.E. project in stage 1 on March 31, 1959 and authorized the work as of April 1, 1959 for a total estimated cost of $70,000, covering the development of preliminary plans and the preparation of construction plans (P.S. & E.).

The narrative of this report indicates there are no deviations from your approved Interstate design standards. The typical section as shown on the sketch map appears adequate.

We wish further to recommend that intermittent fencing be included in the project to enable completion of this portion in one project.

NOTED
LLOYD P. SHAW

original To Morgan
with attach.
cc Young
Gifford 10-29-63

RECEIVED
AUG 19 1963
FOR FILING

I-5 3(60) 175
6.36

Prefix No. 620-1463

LOCATION PROSPECTUS
GOSHEN INTERCHANGE-COTTAGE GROVE SECTION
PACIFIC HIGHWAY
LANE COUNTY

The following prospectus is submitted regarding the above-mentioned section of the Pacific Highway which is a State Primary facility on the Federal-aid Interstate System. The northerly terminus is at Station 387+60, approximate M.P. 129.55, which point is the south end of the Goshen overcrossing of Highway 226 and the Southern Pacific Company railroad tracks. The southerly terminus is at Station 722+70, approximate M.P. 143.66, which point is the north end of the Cottage Grove-Divide project. The overall length is approximately 14.1 miles.

This will be a location survey to prepare plans, specifications and estimates of cost for repaving the southbound lanes and for standardization of the Goshen Interchange. There are no towns affected by this project.

The route follows the existing highway with changes being made only within the Goshen Interchange area. Routine soils studies will be made for surfacing aggregates. No soils or drainage difficulties requiring special study are anticipated. An economic analysis is not needed.

The 1962 ADT is 8,000 and the projected traffic for 1975 is 20,000 ADT. The class of highway is an Interstate freeway. It is proposed to overlay the two existing 24-foot asphaltic concrete travel ways and 4-feet of the inside shoulders and 10 feet of the outside shoulders with a minimum of 1-1/2 inches of Class "B" asphaltic concrete. A sufficient quantity of surfacing material will be provided for patching and/or leveling to bring the grade to specified smoothness.

Access will be controlled to Interstate standards. There will be no changes in railroad crossings or major stream crossings.

The tentative base design for construction is:

| | |
|---|---|
| Paving | 4" A.C. |
| Top Course Base | 2" Level |
| Bottom Course Base | 18" Coarse Base |
| Total Depth | 24" |

NOTED
TOM EDWARDS

(Base design is subject to change upon completion of soils investigations.)

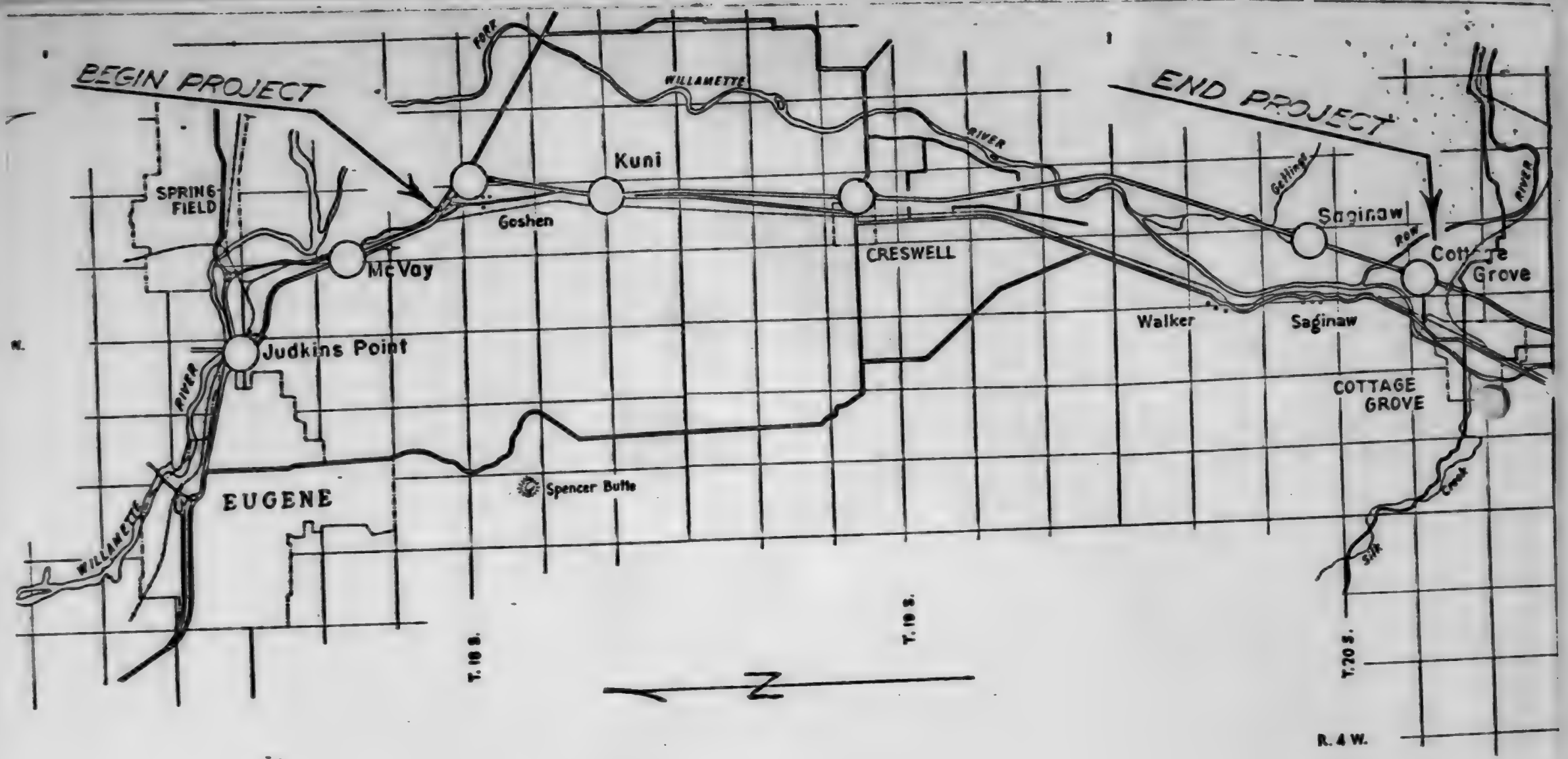
The quantity and source of materials for surfacing aggregates will be determined during the survey.

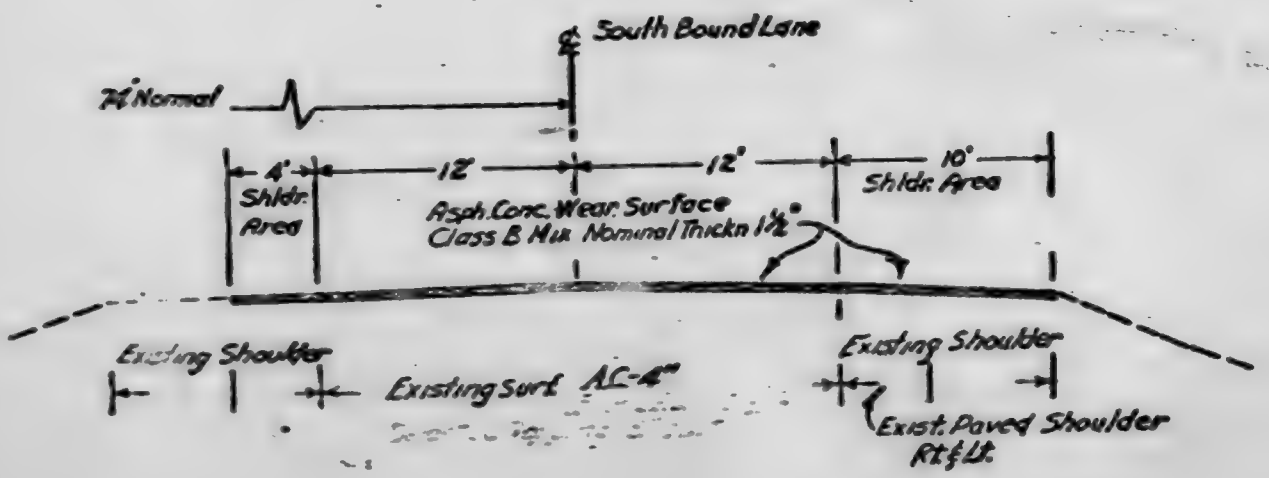
Routine utility investigation will be made and agreements consummated for adjustments. Agreement with the County are not anticipated.

There are no State parks or roadside rest areas affected by this project.

August 13, 1963
Attachment
cc: Forrest Cooper
Lloyd Shaw
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
R. C. Blensly
H. S. Cox
F. B. Crandall
I. A. DeFrance
Frank Hall (2)
Val Johnson
Ivan Merchant (3)
J. W. Nash
A. D. Olson
Carl Plog
Phil Preston (2)
Research Division
O. C. Turner
W. T. Wright (3)
F. W. Yarbrough (2)
L. H. Young

RECEIVED
AUG 15 1963
OFFICE OF
STATE HIGHWAY ENGINEER




PROSPECTUS MAP

GOSHEN INTER-COTTAGE GROVE

PACIFIC HIGHWAY

LANE COUNTY

Scale 1/2"=1 Mi. AUG. 1963

FORM E-20 50M 11-61 40230

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1963

SUBJECT: Goshen Interchange Section
Pacific Highway
Lane County

To:

Mr. R.L. Porter
Deputy State Highway Engineer
Building

Your letter of July 26th to Mr. Morgan in regard to a final design for the Goshen Interchange and mentioning complaints from a Mr. Harry Smith has been referred to me.

As I advised you by telephone, we now have a design for this interchange which has been approved by Mr. Shaw and by Mr. Brooks of the Bureau of Public Roads. A copy of this interchange is attached for your review.

We presume that this necessary survey work for final design and preparation of plans should be done in connection with the proposed half-sole job on the southbound lanes from Goshen southerly and have so advised Mr. Morelock. At this date no survey crew is available for this work; however, it will be undertaken at the first opportunity.

NOTED
R.L. PORTER

F.D. Morgan
Construction Engineer

By A.D. Olson
A.D. Olson
Urban Engineer

RECEIVED
JUL 31 1963
OFFICE OF
STATE HIGHWAY ENGINEER

ADO:jp
Enclosure

cc: J.E. Morelock

Map returned to [illegible]

RECEIVED
OCT 29 1962
FOR FILING
E-C-E(G)-125
G-E-G

October 26, 1962

Mr. Harry Smith
1940 Glen Avenue
San Bruno, California

Dear Mr. Smith:

Reference is made to your October 18 letter which relates to your property that is situated in the vicinity of the Goshen Interchange on Interstate Route 5 just southerly of Eugene.

I am sorry that you have been given the impression of indecision as to the future of the Goshen Interchange as this Department has developed a rather definite scheme for converting this facility to interstate highway standards. Mr. Attig tells me that to his recollection this was explained to you. While the change in this area is not a major one, it will slightly affect the means of ingress and egress to and from your property.

We are not able, at the moment, to forecast definitely when this reconstruction will take place. It is the Oregon Highway Commission's objective to first modernize those sections of the interstate route that contain major deficiencies before correcting situations such as exist at the Goshen Interchange.

If you need further data or any additional explanation to this matter, please feel free to call on us at any time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLPtaJr
cc Forrest Cooper

1940 Glen Avenue
San Bruno, California
October 18, 1962

Mr. Forrest Cooper
State Highway Engineer
State Highway Department Building
Salem, Oregon

Dear Mr. Cooper:

Mr. Hudson and myself own a fifteen acre parcel on the north side of Highway 58 at the junction of Highway 99 located in Goshen Interchange approximately five miles south of Eugene, Oregon. We have endeavored in the past five years to develope this property commercially. This has proven to be an extremely costly venture due to the fact that after we purchased the property your Highway Department started considering changes to the entrance to the property off Seavy Loop Road where it now enters Highway 58.

In talking with Mr. Gerald Attig of your department several times in the past three years, we have been informed that several changes have been proposed; none have been accepted. We would prefer to see the interchange left exactly as is. However, realizing that other considerations must be explored by your department we feel that there is always the possibility that a change will be made.

The indicision over the past several years has created a tremendous financial hardship on both Mr. Hudson and myself and we implore you to exert every possibility in establishing a fixed solution for this interchange insofar as the paper proposals are concerned. If we know what to expect in the future we can make allowance for it at this time.

Any information you can forward to us would be greatly appreciated at this time.

Very truly yours,

Harry Smith

Harry Smith

HSS:ssh

Porter

INCLD
R.L. PORTER

RECEIVED
OCT 22 1962
OREGON
STATE HIGHWAY COMMISSION

C-4-7-E-3(64) 115

6-8-64

- 17 -

Original to Federal
Contl
Proj. Engr.
1960

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Frank Morgan

TE:jw fn

- None available
for file - only 1 made.

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

October 27, 1960

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Projects I-5-3(14)181 and I-5-3(18)125
Goshen-Cottage Grove Section, Pacific Freeway

An inspection of the subject projects on October 25, 1960 by representatives of this office reveals a minor deviation from design cross section which appears to be causing concern far over and above its importance.

We refer to the placement of the median drain ditch in the center of the fifty foot median and establishment of relatively equal side slope rather than maintenance of the four to one slopes on the existing grade and variable ten to one and twenty to one slopes on the new construction.

Inspection revealed that a major portion of the median is essentially complete with several of the drains and a substantial amount of topsoil already in place.

It is our understanding that maximum slopes as presently staked and partially constructed are about eight to one.

This presents a more pleasing appearance and provides more safety than would have been provided by the typical section. While we do not wish to encourage construction not conforming to plans, it is our opinion that in this case any additional expense involved in corrective measures cannot be justified.

CONSTRUCTION DIVISION
RECEIVED
OCT 31 1960
NOTED-
ADE COE

CAA 2185

SCA

OREGON STATE HIGHWAY DEPARTMENT

Date January 12, 1967

ITEMIZED STATEMENT OF COSTS
SPECIAL CITY ALLOTMENT PROJECT

Program Year 1966

Contract # 6837 Prefix 320-1719 Survey Prefix 320-1488

Street Third and Sixth Streets

City Veneta

| | |
|---|---|
| Payments to Contractor .(See.attached.voucher)..... | $ 14,853.15 |
| Engineering and Contingencies..... | 2,512.24 |
| Survey.(Total.=.$2,162.33).City's.pro.rata.share..... | ---- |
| TOTAL..... | $ 17,365.39 |
| Agreed State Share | 17,365.39 |
| Agreed City Share | $ ---- |
| City Advance Deposit | $ ---- |

Reference: Outside Billing None

RU:mm

OREGON STATE HIGHWAY DEPARTMENT

# CONTRACT PAYMENT VOUCHER

FORM A-20 (REV. 6-63) ®•

COUNTY: LANE

CONTRACT NO.: 6837

ESTIMATE NO.: 3 Fi

HIGHWAY: CITY STREET

FEDERAL AID PROJECT NO.:

SECTION: VENETA /3RD & 6TH STREETS/

| NO. | ITEMS | | UNITS | UNIT PRICE | QUANTITY TO DATE |
|---|---|---|---|---|---|
| 001 | GENERAL EXCAVATION | UNCLASSIFIED | CU YDS | 5.0000 | 191.90 |
| 002 | WATERING | | M-GALS | 3.5000 | 34.50 |
| 003 | 3/4IN- 0 MATERIAL IN BASE | | CU YDS | 3.4000 | 788.10 |
| 004 | STONE BASE | | CU YDS | 3.3000 | 617.50 |
| 005 | CLASS B ASPHALT | CONCRETE | TONS | 6.9000 | 1,072.48 |
| 006 | 12-INCH CULVERT PIPE | | LIN FT | 4.9000 | 195.00 |
| 007 | EXTRA FOR A C CONCRETE | APPROACHES | ONLY | 25.0000 | 28.00 |

DATE: 08/23/66

PREVIOUS VOUCHER NO.: 5758

CHECKED BY: AW/dm

ENGINEER OR AUDITOR: G. H. Worth

6837

TOTAL CONTRACT ITEMS

% RETAINED ON CONTRACT ITEMS

FORCE ACCOUNT

TOTAL PAYMENTS

| | CONTRACT NO. 6837 | ESTIMATE NO. 3 Final | PREFIX NO'S. |
|---|---|---|---|
| | FEDERAL AID PROJECT NO. | | 320 1719 204 (41) 793.00 Dr. |

STH STREETS/

| UNITS | UNIT PRICE | QUANTITY TO DATE | AMOUNT TO DATE | PREVIOUS AMOUNT | PRESENT AMOUNT |
|---|---|---|---|---|---|
| CU YDS | 5.0000 | 191.900 | 959.50 | 959.50 | |
| M-GALS | 3.5000 | 34.500 | 120.75 | 120.75 | |
| CU YDS | 3.4000 | 788.100 | 2,679.54 | 2,679.54 | |
| CU YDS | 3.3000 | 617.500 | 2,037.75 | 2,037.75 | |
| TONS | 6.9000 | 1,072.480 | 7,400.11 | 7,400.11 | |
| LIN FT | 4.9000 | 195.000 | 955.50 | 955.50 | |
| ONLY | 25.0000 | 28.000 | 700.00 | 700.00 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL CONTRACT ITEMS | | | 14,853.15 | 14,853.15 | |
| % RETAINED ON CONTRACT ITEMS | | | | 793.00 | 793.00 |
| FORCE ACCOUNT | | | | | |
| TOTAL PAYMENTS | | | 14,853.15 | 14,060.15 | 793.00 |

RECEIVED
SEP 19 1966
FOR FILING
320-1719
6837

September 14, 1966

St. Paul Fire & Marine Ins. Co.
Pacific Department
400 Mills Building
San Francisco 6, California

Gentlemen:

Contract No. 6837 awarded to McKenzie Road & Driveway Company for grading and paving at Third and Sixth Streets in the city of Veneta in Lane County was completed on July 29, 1966, and accepted by the Highway Commission on September 13, 1966.

Final payment in the amount of $793.00 will be released to the contractor, McKenzie Road & Driveway Company, after September 21, 1966. The total contract amount is $14,823.15 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. H. Head, Assistant Secretary

jk
cc McKenzie Road & Driveway Company
3600 County Farm Road
Eugene, Oregon 97401

Tromp & McKinley Agency
260 East 11th
Eugene, Oregon

bc L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
SEP 14 1966

320-1719
6837

September 13, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed July 29, 1966, on Contract No. 6837. The contract was with McKenzie Road and Driveway Co. and was for grading and paving 3rd and 4th Streets in the city of Veneta in Lane County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 13, 1966, and that you concur in this procedure at the Commission meeting on October 6.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
F. B. Klabee
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
L. R. Chandler

bg

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Veneta ( 3rd and 6th Sts.) | | WEEK ENDING: August 14, 1966 |
| | | SECTION PREFIX: 320-1719 |
| HIGHWAY: City Street | | COUNTY: Lane |
| NAME OF JOB: Veneta (3rd and 6th Streets) | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: McKenzie Road and Driveway | CONTRACT NUMBER: 6837 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 23, 1966 | ESTIMATED COMPLETION DATE: July 29, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0 | SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS: 50 | WORK DAYS USED / CALENDAR DAYS USED: 45 |
| PROJECT AUTHORIZATION: $ 18,236.25 | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 90 |
| EXCLUSIVE OF ENGINEERING: $ 16,939.45 | ENGINEERING AUTHORIZATION: $ 1,296.80 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 13,872.15 | ENGINEERING COST TO DATE: $ 2,042.44 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN . . . . . 18 % | PERCENT OF AUTHORIZATION . . . . . 157½ % | DATE PROJECT WAS COMPLETED: July 29, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| | 100 | 100 | 100 | 100 | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.12 | 0.42 | | | 0.42 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 0.12 | 0.42 | | | 0.42 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 200 CY | 1580 CY | | | 1100 Ton |
| TOTAL QUANTITIES CORRECTED TO DATE | 192 CY | 1406 CY | | | 1072 Ton |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 192 CY | 1406 Cy | | | 1072 Ton |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

None

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Fair | | | |
| MONDAY | Fair | | | |
| TUESDAY | Fair | | | |
| WEDNESDAY | Fair | | | |
| THURSDAY | Fair | | | |
| FRIDAY | Fair | | | |
| SATURDAY | | | | |

RECEIVED

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | |
| MONDAY | No |
| TUESDAY | Work |
| WEDNESDAY | By |
| THURSDAY | Contractor |
| FRIDAY | This Week |
| SATURDAY | |

**REMARKS**

Semi final Estimate submitted Wednesday.
J. B. Boyd and G. H. Worth inspected the project Thursday.
This is the final report on this project unless otherwise instructed.

SIGNED Geo. H. Worth LOCATION 2141 E. 15th Ave.
Eugene, Oregon

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
JUN 1 - 1966
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
Hood River
KENNETH H. FRIDLEY, MEMBER
Wasco
DAVID B. SIMPSON, MEMBER
Portland
FLOYD QUERY, SECRETARY
Salem

FORREST COOPER
State Highway Engineer
R. L. PORTER
Deputy State Hwy. Engr.
G. E. ROHDE
Chief Counsel

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

320-1719

May 23, 1966

6111

McKenzie Road & Driveway Company
P. O. Box 247
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 6837 for the following project:

Grading and paving on the Veneta (3rd and 6th Streets) Section in Lane County.

This award was based on your bid of $15,860.00 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: F. B. Morgan
L. M. Young
C. D. Mathis (SLAC)

May 19, 1966

Mrs. Marie Warden
City Recorder
City Hall
Veneta, Oregon

Dear Mrs. Warden:

On May 19, the State Highway Commission opened bids on the Special City Allotment project on Third and Sixth Streets in Veneta. The low bid was submitted by McKenzie Road and Driveway Company of Eugene and the anticipated cost based on the bid is as follows:

| | |
|---|---|
| Contractor's Bid | $15,860.00 |
| Anticipated Additional Items | 350.00 |
| TOTAL..... | $16,210.00 |
| Engineering and Contingencies | 2,026.25 |
| TOTAL ANTICIPATED COST.. | $18,236.25 |

We anticipate that this contract will be awarded in the very near future.

Very truly yours,

H. S. Cox
County and City Engineer

By

NOTED
RICHARD UNREIN

Richard Unrein
Field Engineer

RU:mr

NOTED
DON HARWELL

3-15

RECEIVED
MAR 18 1966
320-1319
6837

March 15, 1966

MISC. CONTRACTS and AGREEMENTS No. 2985

Mrs. Marie Warden
City Recorder
City of Veneta
Veneta, Oregon

Dear Mrs. Warden:

We are enclosing for your records a fully executed copy of a special City Allotment Agreement covering Third and Sixth Streets in the City of Veneta.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



RECEIVED FOR FILE MAR 2 - 1966

Section 3RD STREET & 6TH STREET Highway CITY OF VENETA County LANE Prefix 320-[illegible]

Res. Engr. G. North Approx. Length 0.42 Miles. Sta. _____ to Sta. _____ Date 2-14-66

Truck A.D.T. ~~3rd 6th~~ 2 ~~6~~ Traffic Coefficient ~~5.1 9.0~~ 1.4 ~~4.2~~. 18 kip s.a. per day

Annual Precipitation _____ Frost Penetration - - - - - -.

(1)

Typical Soil

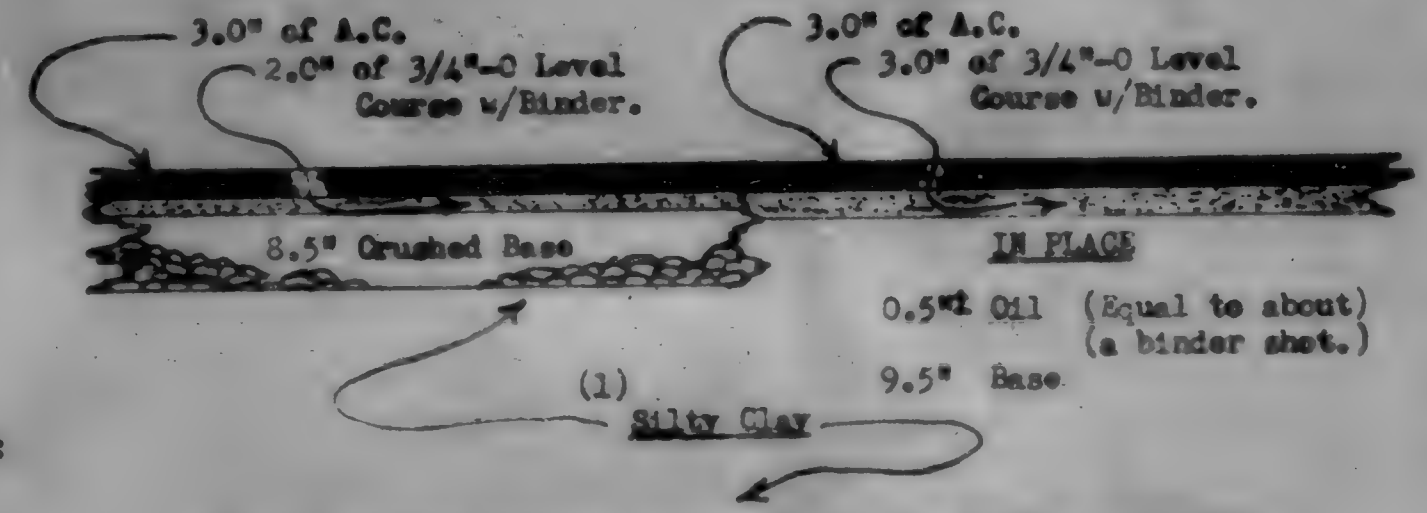
| | |
|---|---|
| 29 | LL |
| 7 | PI |
| 99 | %P 10 |
| 73 | %P200 |
| 1 | %Gravel |
| 5 | %C Sand |
| 20 | %F Sand |
| 31 | %Silt |
| 43 | %Clay |
| 7 | "R" Value |
| [illegible] | |

AASHO CLASSIFICATION:

A-4 (8)

MATERIAL SOURCES:

To be determined by the Engineer.




Values assigned various components of the roadway structure:

| | | | |
|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" Crushed Base |
| 1.0" | Oil (Existing) | = | 1.0" Crushed Base |
| 1.0" | Base (Existing) | = | 1.0" Crushed Base |

| CBE Total Req. | Credit | Actual Thick. | |
|---|---|---|---|
| | 3RD STREET | | |
| 16.5 | 6.0 | 3.0 | A.C. |
| | 2.5 | 2.0 | Level |
| | 8.0 | 8.5 | Cr. Base |
| | 16.5 | 13.5 | |
| | 6TH STREET EXISTING ROADWAY | | |
| | 6.0 | 3.0 | A.C. |
| | 3.0 | 3.0 | Level |
| | IN PLACE | | |
| | 0.5 | 0.5 | Oil |
| | 9.5 | 9.5 | Base |
| 19.0 | 19.0 | 16.0 | |

cc:
[illegible]
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer
County-City (2)

NOTED
F. B. KLABOE

Submitted by _____ Staff Assistant

Recommended by _____ Engineer of Materials

Recommended by _____ Construction Engineer

Approved by _____ Asst. State Highway Engineer

SECTION: 3RD & 6TH STREETS

HIGHWAY: VENETA CITY STREETS

COUNTY: LANE

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

| | | 3rd | 6th | |
|---|---|---|---|---|
| A. | Present ADT | 60 | 175 | (Total) |
| B. | Future ADT | 120 | 330 | (Total) |
| C. | Mean ADT | 90 | 253 | (A+B) |
| D. | Design Period | 20 | 20 | Years |
| E. | No. of Lanes | 2 | 2 | |
| F. | Percent Trucks | 5 | 5 | (ADT Basis) |
| G. | Trucks (in one direction) | 3rd 2.5 / 6th 2.5 / 100 | | x (C) 90 / 253 = 2 / 6 |
| H. | % Trucks in Design Lane | 100 % | | |
| I. | Trucks in Design Lane (G) | 2 / 6 | | x (F) 100 / 100 % = 2 / 6 |

TRAFFIC COEFFICIENT = K (I) 0.119

where K = 4.669

5.1

5.8

SECTION: 3RD & 6TH STREETS

HIGHWAY: VENETA CITY STREETS

COUNTY: LAKE

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: When constructed to present OSHD Surfacing Thickness Standards
5. Cost Comparisons: See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Oil or A.C.
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: City requested A.C.
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison made as this is a short project (0.42 mi.). 3rd St. will be all New Work. 6th St. will require additional level course and an A.C. overlay.

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320-1488

1-26-66

Prefix: 320-1488

LOCATION PROSPECTUS
3RD STREET & 6TH STREET SECTION
CITY OF VENETA
LANE COUNTY

HIGHWAY: 3rd Street from Broadway to McCutcheon Avenue and 6th Street from McCutcheon Avenue to Bolton Road in the city of Veneta. Not on Federal-aid or State system.

TERMINI: The northerly terminus of 3rd Street Section is at the intersection of 3rd Street and Broadway. The southerly terminus of said section is at the intersection of 3rd Street and McCutcheon Avenue. The northerly terminus of the 6th Street Section is the intersection of 6th and McCutcheon Avenue. The southerly terminus of the 6th Street Section is at the intersection of 6th and Bolton Road.

LENGTH: The length on 3rd Street is 0.11 mile and that on 6th Street is 0.31 mile with a total length of 0.42 mile.

NARRATIVE This will be a location survey to prepare plans, specifications and estimates for grading and paving on existing alignment of 3rd Street and for an overlay and truing up shoulders on 6th Street. Reconnaissance is not necessary. There are no special drainage problems. Soils investigation will be conducted. The survey need not be tied to the Lambert Grid system. This project is to be constructed with 1966 Special City Allotment Funds.

TYPICAL SECTION: The typical section for 3rd Street will consist of two 11-foot travel lanes with 2-foot shoulders. The typical section for 6th Street will consist of two 12-foot travel lanes with 2-foot shoulders. Construction will be done about the existing center lines on both streets.

BASE DESIGN: The tentative design for construction of 3rd Street is:

| | |
|---|---|
| Paving | 3" A.C. |
| Top Course Base | 2" Leveling |
| Bottom Course Base | 8" |
| Total Depth | 13" |

The tentative design for construction of 6th Street is:

| | |
|---|---|
| Paving | 3" A. C. Overlay |
| Shoulders | Truing up with leveling course. |

MATERIAL: Adequate quantities available from commercial sources.

ADDITIONAL FACILITIES: There are no railroad or major stream crossings.

AGREEMENTS: Routine negotiations for Special City Allotment project.

January 26, 1966
Attachment
cc: Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
R. N. Chase
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
O. B. Jackmond
Val Johnson
Ivan Merchant (4)
D. H. Moehring (3)
A. D. Olson
James Owens
Phil Preston (2)
Jack Rowland
O. C. Turner
F. W. Yarbrough (2)
L. H. Young

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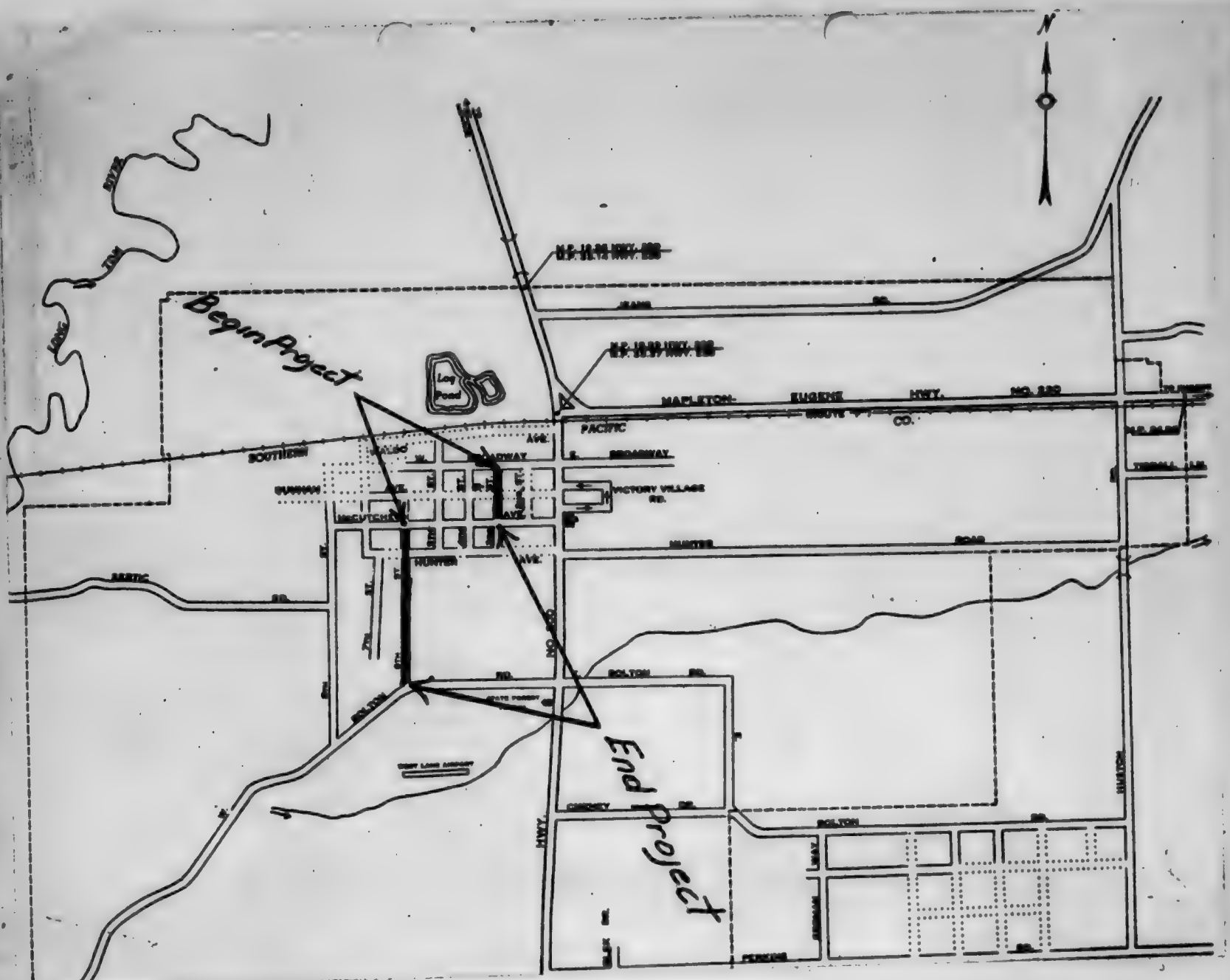
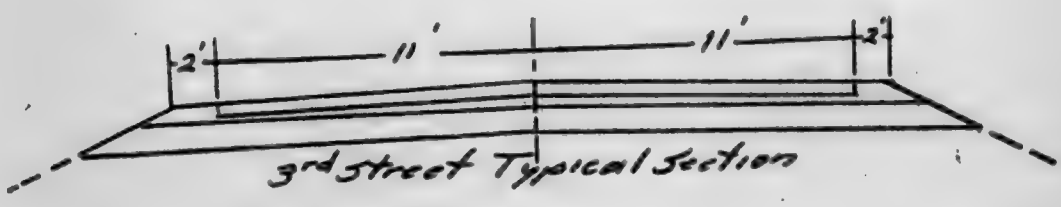
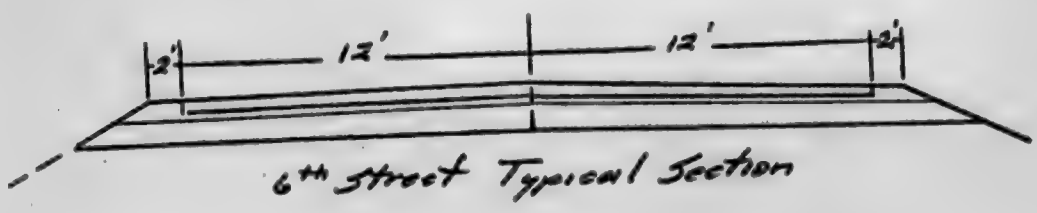
JAN 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER




3rd Street Typical Section




6th Street Typical Section

Prospectus Map
3rd Street & 6th Street Section
City of Veneta
Lane County
1966

1

Form 2-6

OREGON STATE HIGHWAY DEPARTMENT

# AUTHORITY FOR SURVEY

Section 3rd Street, Broadway to McCutcheon Avenue
6th Street, McCutcheon Ave. to Bolton Road

Date January 7, 1966

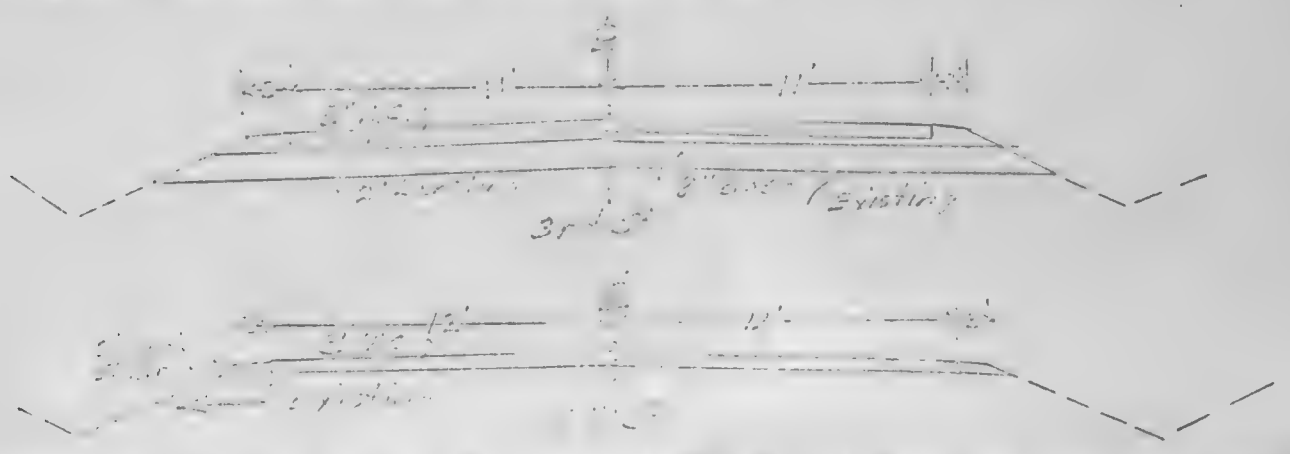
Highway City of Veneta Streets

Authorization No. 1

County Lane Division 3

Survey Prefix 320-1496 ✓
(Assigned by Salem office)

Description of termini, route, length, etc.: The Northerly terminus of 3rd Street is Broadway and the Southerly terminus is McCutcheon Ave. The length is 0.11 miles. The Northerly terminus of 6th Street is McCutcheon Ave. and the Southerly terminus is Bolton Road. The length is 0.31 miles. The combined length is 0.42 miles




Purpose of survey: To prepare plans, specifications and estimate for surfacing and paving 3rd Street, ... for overlaying and laying shoulders on 6th Street.

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FEB 15 1966
ENGINEER
COUNTY & CITY DIVISION

1966 City Funds

Estimate of cost:

| | | | |
|---|---|---|---|
| Survey (901) | 0.42 miles at $4,000 / mile | | $1,680.00 |
| Plans (905) | | | 720.00 |
| Soils (910) | | | 300.00 |

INSTRUCTIONS

Submit four copies to Salem. After approval by the State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

| | |
|---|---|
| Total estimated cost of survey . . . . . | $ 2,700.00 |
| Previous authorization . . . . . | |
| Additional authorization requested . . . . | |
| Additional authorization approved (Salem) . | |
| Total all authorizations approved (Salem) . . | |

Requests made by:

..... Field Engineer

Recommended for Approval:

..... Division Engineer

Recommended for Approval:

..... Ass't Construction Engineer

Approved:

..... Ass't State Highway Engineer

State Printing

December 16, 1965

Mrs. Marie Warden
City Recorder
City Hall
Veneta, Oregon

Dear Mrs. Warden:

On December 14 the State Highway Commission approved the City's request for a Special City Allotment project on 3rd and 6th Streets, to be constructed from funds authorized by ORS 366.805. This approval is on an alternate basis and provides that Veneta will be included <u>if</u> sufficient funds are available <u>after</u> the other projects have been contracted.

The approved project provides for 22' of asphaltic pavement surfacing with 2' shoulders on 3rd Street from Broadway to McCutcheon Avenue and 24' of asphaltic pavement surfacing with 2' shoulders on 6th Street from McCutcheon Avenue to Bolton Road. The estimated cost of this project is $20,000 based upon a reconnaissance type investigation. The City shall pay all costs of the project that are in excess of $20,000.

You will be notified promptly as to your status when the other projects have been contracted and evaluated.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
County and City Engineer

RUreb

bc: L. R. Chandler

6-8-65

# R E S O L U T I O N

WHEREAS, under the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities, which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of Veneta is an incorporated city of the State of Oregon and has a population of 1150 as given by the latest official census; and

WHEREAS, the following streets of said city,

Sixth Street between Bolton and McCutcheon and

Third Street from Broadway to McCutcheon

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JUN 25 1965
ENGINEER
COUNTY & CITY DIVISION

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Veneta does hereby offer to State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Richard Gutman as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 8th day of June, 1965.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - - - - - - - - - -

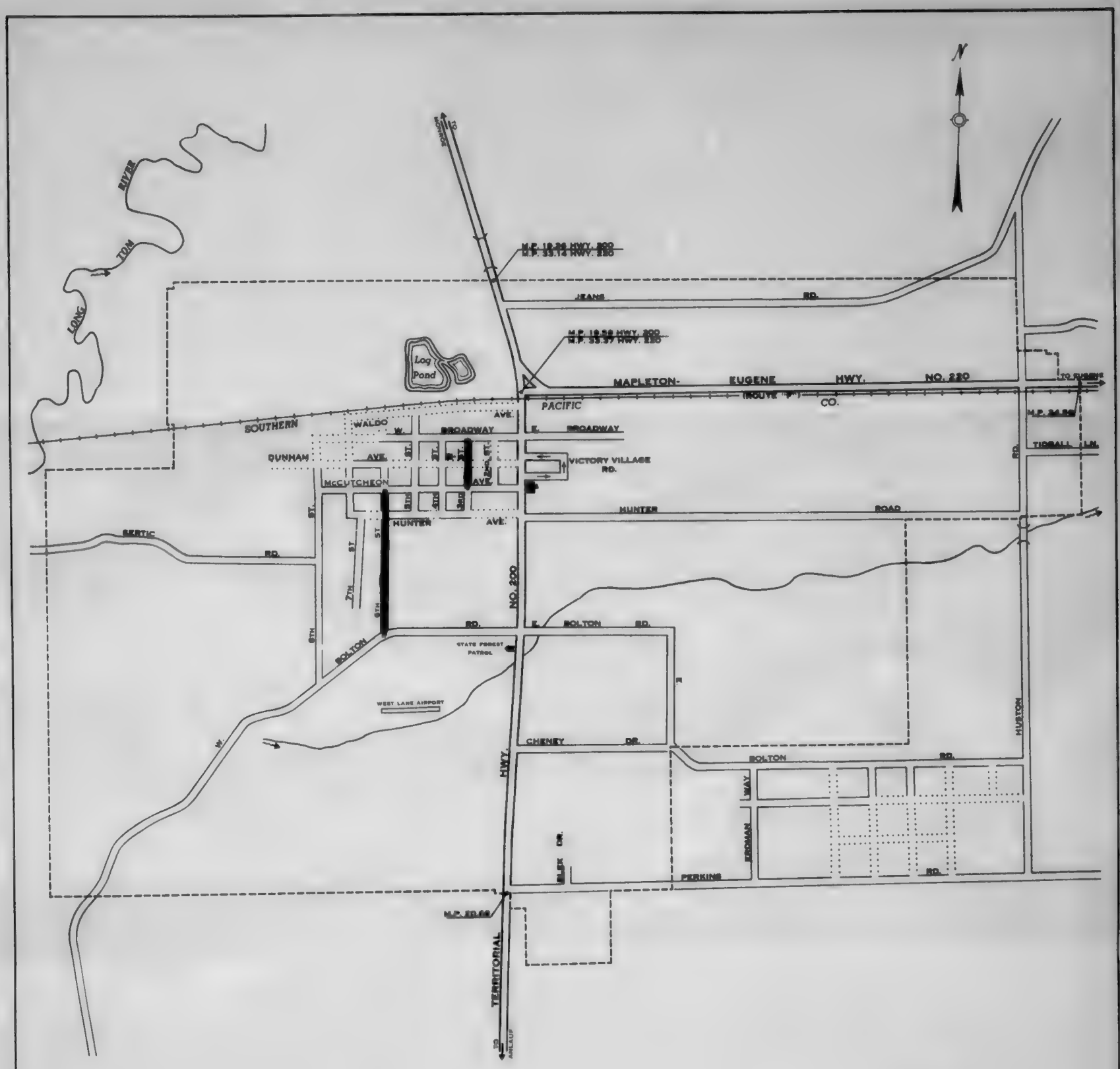
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Veneta at a regular or special meeting of said Council, held on the 8th day of June, 1965, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 9th day of June, 1965.

Marie Warden
City Recorder



(cc-50, 1959 Rev.)




SIGNED ROUTES

INTERSTATE
U.S.
ORE

LEGEND

- Post Office
- Public Bldg
- School
- R R Depot
- cy – City Hall
- cr – Court House
- a – Armory
- l – Library
- Street open for travel
- Street dedicated but not open
- City Limits

# VENETA

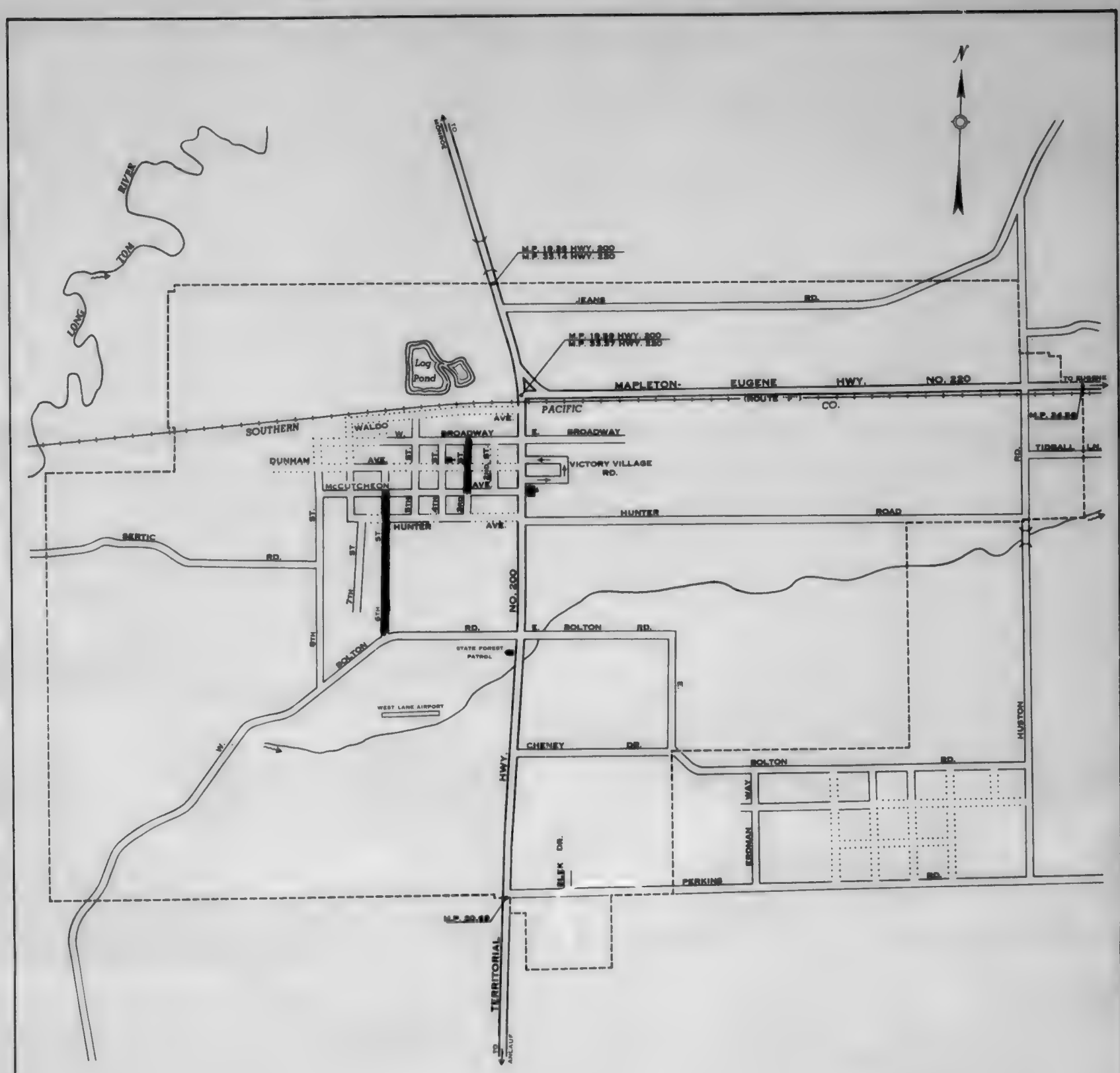
## LANE COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 1,135

Scale in Feet

June 1963




SIGNED ROUTES

INTERSTATE

U.S.

ORE

LEGEND

- Post Office
- School
- R R Depot
- Public Bldg.
  - cy – City Hall
  - ct – Court House
  - a – Armory
  - l – Library
- Street open for travel
- Street dedicated but not open
- City Limits

# VENETA

## LANE COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U S DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 1,125

Scale in Feet

June 1963

I-80N-8(13)371 Ontario Int.-Idaho St. Line Sec., 31 (Oregon Trail (Screen planting) 1966

#6838

RECEIVED
JAN 17 1968
FOR FILE

I-8(11)-8(13)371

6838

January 17, 1968

US Fidelity & Guaranty Company
Portland Office
201 Oregon Bank Building
Portland, Oregon 97204

Gentlemen:

Contract No. 6838 awarded to Vaughn's Landscape Construction, Inc., for screen planting on the Ontario Interchange-Idaho State Line Section of the Old Oregon Trail in Malheur County was completed on March 30, 1967, and accepted by the Highway Commission on January 16, 1968.

Final payment in the amount of $4,587.40 will be released to the contractor after January 24, 1968. The total contract amount is $52,524.95 including $26.36 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

gc

cc: Vaughn's Landscape
Construction, Inc.
Route 2
Twin Falls, Idaho 83301

L. H. Young
C. H. Maison
Attn: John Herr

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JAN 17 1968
FOR FILING

I-80N-8(13)371

6838

January 16, 1968

Oregon State Highway Commission

Gentlemen:

Work was completed March 30, 1967, on Contract No. 6838. The contract was with Vaughn's Landscape Construction, Inc., and was for screen planting on the Ontario Interchange-Idaho State Line Section of the Old Oregon Trail Highway in Malheur County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 16, 1968.

This matter will be on the agenda for confirmation at the January 23 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
A. F. Parson

srb jes

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JAN 30
Region
Wash DC

(REV. 3-68)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FINAL

# INTERMEDIATE CONSTRUCTION INSPECTION REPORT

(PPM 20-6.1)

I-80N-8(13)371

CS

| REGION NO. | REPORT NO. | COUNTY | STATE |
|---|---|---|---|
| 8 | Final | Malheur | Oregon |

| DATE OF INSPECTION | INSPECTION MADE BY | PROJECT NO. |
|---|---|---|
| 12-14-67 | R. A. Nichols, Area Engr | I-80N-8(13)371 |

IN COMPANY WITH
Alfred Shirley, Jr., Asst Div Engr, Frank Burnett, Res Engr, OSHD

| QUALITY OF WORK | PROGRESS OF WORK | TIME ELAPSED | WORK COMPLETED |
|---|---|---|---|
| Satisfactory | Satisfactory | 52 % | 100 % |

REMARKS (1) COMPLETED WORK; (2) WORK IN PROGRESS; (3) COMMENTS AND RECOMMENDATIONS

ONTARIO INTERCHANGE - IDAHO STATE LINE SECTION
OLD OREGON TRAIL HIGHWAY
Screen Planting

All the contract work, with the exception of the establishment of the plants and replacing of dead plants, was completed on March 30, 1967. The contractor started to replace the unsuitable plants on October 23, 1967 and completed the replanting on October 31, 1967.

The estimated final cost of the contract items is $52,499, about 3.5 percent over the original bid amount of $50,722. The major overruns were in the following items:

Item No. 4, Furnishing and placing topsoil,
Bid amount - 2600 CY
Estimated final amount - 3403 CY
Overrun - 803 CY or 30.9 percent.
(This item overran because more topsoil was needed in backfilling tree-planting pits than originally estimated.)

Item No. 11, Organic fertilizer,
Original amount - 13 cwt
Final amount - 19.66 cwt
Overrun - 6.66 cwt or 51.2 percent.

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BUREAU OF PUBLIC ROADS

Item No. 12, Manure fertilizer,
Bid amount - 50 CY
Final amount 71.66 CY
Overrun - 21.66 CY or 43.3 percent.

The overrun in the foregoing two items was directly connected to the overrun in the topsoil used.

The project records indicated that the materials incorporated into the project substantially met specification requirements.

The condition of the plants appeared to be satisfactory.

Morgan 1-10-68

EDITION OF 5-60 MAY BE USED

I-80N-8(13)371

| | | |
|---|---|---|
| Monthly transaction number: 12-28 | FOR (REV. 3-2A -65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | Oregon |
| Project report number: 9 (#6837) | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 11-2-67 | County: Malheur |
| Modification number: 1 | | Project number: I-80N-8(13)371 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 17, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 55,904 | $ 58,120 |
| Federal funds | $ 51,500.00 | $ 53,600.00 |
| Other revisions | | |

This modification is made for the following reasons:

**Due to revised estimate.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 20 day of November, 19 67.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. B. Klaboe

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By L. R. Backlund
(Division Engineer)
L. R. Backlund, Admin Manager

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. I-[illegible]-8(13)371

ONTARIO INTERCHANGE--IDAHO STATE LINE SECTION

OF THE OLD OREGON TRAIL HIGHWAY IN MALHEUR COUNTY

Revised Project Agreement Estimate

Salem, Oregon, November 7, 1967

Type Code 1023
Surfacing (Sta. 1310+00 to Sta. 1359+82)(Contract No. 6838)

| | | | | |
|---|---|---|---|---|
| Embankment in Place | 2,807 | cu.yds. | $ 2.45 | $ 6,877.15 |
| Trench Excavation | 89 | cu.yds. | 5.90 | 525.10 |
| Special Backfill in Drains | 126 | cu.yds. | 7.85 | 989.10 |
| Furnishing and Placing Topsoil | 3,403 | cu.yds. | 4.20 | 14,292.60 |
| 6-inch Metal Perforated Drain Pipe 16-Gage Uncoated | 1,670 | lin.ft. | 3.20 | 5,344.00 |
| Roadside Seeding and Mulching | 2 | acres | 396.00 | 792.00 |
| Furnishing and Planting Trees | 575 | only | 12.60 | 7,245.00 |
| Furnishing and Planting Deciduous Shrubs | 1,404 | only | 9.45 | 13,267.80 |
| Grass Seed, Crested Wheatgrass | 44 | lbs. | 0.60 | 26.40 |
| Inorganic Fertilizer, 16-20-0 | 6 | cwt. | 8.00 | 48.00 |
| Organic Fertilizer, 5-3-2 | 19 | cwt. | 10.00 | 190.00 |
| Manure Fertilizer | 71 | cu.yds. | 6.00 | 426.00 |
| Mulch | 68 | units | 23.80 | 1,618.40 |
| PA 2 Iron Sulfate | 3.5 | tons | 250.00 | 875.00 |
| PA 2 Ammonium Sulfate | 1.1 | tons | 200.00 | 220.00 |
| | | | | $52,736.55 |
| Flagging (57½ of Contractor's Cost) | | | All Required | 100.00 |
| | | | Subtotal | $52,836.55 |
| | | | 10% Engr. & Cont. | 5,283.65 |
| | | | Total | $58,120.00 |

Length of Project - - - - - - - - - 0.00 Mile

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $53,600.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 4,520.00 |
| Total - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $58,120.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 329, Laws 1939.
State Funds for Maint.: Chap. 329, Laws 1939.

Prefix 623-1013

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JUN 21 1966
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STATE COPY

6/17/66

Form Approved; Budget Bureau No. 41-R2089.1

NONTHLY TRANSACTION NO. 6-82

PROJECT NO. 5 4

FORM PR-2 (REV. 3-66) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Malheur

PROJECT NO. I-80N-8(13)371

6139

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Ontario Interchange - Idaho State Line Section.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 4-27-66 | 0.00 |
| OTHER (Specify) | | |

FUNDS

Pro Rata 92.25

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 55,904 | $ 51,500.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By B. Klabo

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XXX A. W. Parsons
(Division Engineer)

By L. R. Backlund
L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 17 1966

Oregon State Highway Department

Federal-Aid
Project No. I-80N-8(13)371

ONTARIO INTERCHANGE - IDAHO STATE LINE SECTION

OF THE OLD OREGON TRAIL HIGHWAY IN MALHEUR COUNTY

Project Agreement Estimate

Salem, Oregon, June 6, 1966.

Type Code Y023

| Screening (Sta. 1310+00 to Sta. 1359+20) (Contract No. 6838) | | | |
|---|---|---|---|
| Embankment in Place | 3,100 cu.yds. | $ 2.45 | $ 7,595.00 |
| Trench Excavation | 100 cu.yds. | 5.90 | 590.00 |
| Special Backfill in Drains | 76 cu.yds. | 7.85 | 596.00 |
| Furnishing and Placing Topsoil | 2,600 cu.yds. | 4.20 | 10,920.00 |
| 8-inch Metal Perforated Drain Pipe 16 Gage Uncoated | 1,700 lin.ft. | 3.20 | 5,440.00 |
| Roadside Seeding and Mulching | 2 acres | 396.00 | 792.00 |
| Furnishing and Planting Trees | 580 only | 12.60 | 7,308.00 |
| Furnishing and Planting Deciduous Shrubs | 1,440 only | 9.45 | 13,608.00 |
| Grass Seed, Crested Wheatgrass | 44 lbs. | 0.60 | 26.40 |
| Inorganic Fertilizer, 16-20-0 | 6 cwt. | 8.00 | 48.00 |
| Organic Fertilizer, 5-3-2 | 13 cwt. | 10.00 | 130.00 |
| Manure Fertilizer | 50 cu.yds. | 6.00 | 300.00 |
| Mulch | 68 Units | 23.80 | 1,618.40 |
| Soil Conditioner, Gypsum | 50 tons | 35.00 | 1,750.00 |
| | | | $50,722.40 |

| | | |
|---|---|---|
| Flagging (57½% of Contractor's Cost) | All Required | $ 100.00 |
| | Subtotal | $50,822.40 |
| | 10% Engr. & Cont. | 5,081.60 |
| | Total | $55,904.00 |

Length of Project 0.00 Mile.

| | |
|---|---|
| Federal Funds | $51,500.00 |
| State Funds | 4,404.00 |
| Total | $55,904.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal-Aid
Project No. I-80N-8(13)371

ONTARIO INTERCHANGE-IDAHO STATE LINE SECTION

OF THE OLD OREGON TRAIL HIGHWAY IN MALHEUR COUNTY

P.S. & E. estimate.

Salem, Oregon, April 15, 1966

Type Code Y023
Screening (Sta. 1310+00 to Sta. 1359+20)

| | | | |
|---|---|---|---|
| Embankment in Place | 3,100 cu.yd | $ 2.00 | $ 6,200.00 |
| Trench Excavation | 100 cu.yd | 4.00 | 400.00 |
| Special Backfill in Drains | 76 cu.yd. | 8.00 | 608.00 |
| Furnishing and Placing Topsoil | 2,600 cu.yd. | 3.00 | 7,800.00 |
| 8-inch Metal Perforated Drain Pipe, 16 Gage Uncoated | 1,700 lin.ft. | 2.50 | 4,250.00 |
| Roadside Seeding and Mulching | 2 acre | 600.00 | 1,200.00 |
| Furnishing and Planting Trees | 580 only | 14.00 | 8,120.00 |
| Furnishing and Planting Deciduous Shrubs | 1,440 only | 8.00 | 11,520.00 |
| Grass Seed, Crested Wheatgrass | 44 lb. | 0.80 | 35.20 |
| Inorganic Fertilizer, 16-20-0 | 6 cwt. | 6.00 | 36.00 |
| Organic Fertilizer, 5-3-2 | 13 cwt. | 6.00 | 78.00 |
| Manure Fertilizer | 50 cu.yd. | 6.00 | 300.00 |
| Mulch | 68 unit | 15.00 | 1,020.00 |
| Soil Conditioner, Gypsum | 50 ton | 40.00 | 2,000.00 |
| | | | $ 43,567.20 |
| Flagging (57½ of Contractor's Cost) | All Required | | $ 100.00 |
| | | Subtotal | $ 43,667.20 |
| | | 10% Engr. & Cont. | 4,365.80 |
| | | Total | $ 48,033.00 |

Length of Project - - - 0.00 mile

| | |
|---|---|
| Federal Funds | $ 29,900.00 |
| State Funds | 18,133.00 |
| Total | $ 48,033.00 |

Oregon State Highway Department

Federal-Aid
Project No. I-80N-8(13)371

ONTARIO INTERCHANGE-IDAHO STATE LINE SECTION

OF THE OLD OREGON TRAIL HIGHWAY IN MALHEUR COUNTY

Revised P.S. & E. Estimate. Estimate revised on two items, also change to the proper pro rata.

Salem, Oregon, May 17, 1966

Type Code Y023
Screening (Sta. 1310+00 to Sta. 1359+20)

| | | | |
|---|---|---|---|
| Embankment in Place | 3,100 cu.yd. | $ 2.00 | $ 6,200.00 |
| Trench Excavation | 100 cu.yd. | 4.00 | 400.00 |
| Special Backfill in Drains | 76 cu.yd. | 8.00 | 608.00 |
| Furnishing and Placing Topsoil | 2,600 cu.yd. | 3.00 | 7,800.00 |
| 8-inch Metal Perforated Drain Pipe, 16 Gage, Uncoated | 1,700 lin.ft. | 2.50 | 4,250.00 |
| Roadside Seeding and Mulching | 2 acre | 600.00 | 1,200.00 |
| Furnishing and Planting Trees | 580 only | 15.60 | 9,048.00 |
| Furnishing and Planting Deciduous Shrubs | 1,440 only | 10.00 | 14,400.00 |
| Grass Seed, Crested Wheatgrass | 44 lb. | 0.80 | 35.20 |
| Inorganic Fertilizer, 16-20-0 | 6 cwt. | 6.00 | 36.00 |
| Organic Fertilizer, 5-3-2 | 13 cwt. | 6.00 | 78.00 |
| Manure Fertilizer | 50 cu.yd. | 6.00 | 300.00 |
| Mulch | 68 unit | 15.00 | 1,020.00 |
| Soil Conditioner, Gypsum | 50 ton | 40.00 | 2,000.00 |
| | | | $47,375.20 |
| Flagging (57½% of Contractor's Cost) | All Req. | | $ 100.00 |
| | Subtotal | | $47,475.20 |
| | 10% Engr. & Cont. | | 4,747.80 |
| | Total | | $52,223.00 |

Length of Project - - - - - 0.00 Mile

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $48,000.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 4,223.00 |
| Total | $52,223.00 |

I-80N-8(13)371-6838

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Ontario Interchange–Idaho State Line | | WEEK ENDING: November 4, 1967 |
| | | SECTION PREFIX: 62301013 |
| HIGHWAY: Old Oregon Trail | | COUNTY: Malheur |
| NAME OF JOB: Ontario Interchange–Idaho State Line | KIND OF WORK: Screen Planting | |
| CONTRACTOR: Vaughn's Landscape Construction Co. | CONTRACT NUMBER: 6838 | FEDERAL AID PROJECT NUMBER: I-80N-8(13)371 |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: July 19, 1966 | ESTIMATED COMPLETION DATE: March 30, 1967 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 1 SUPERVISION: 1 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS: 170 | CALENDAR DAYS USED: 89 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 52 |
| PROJECT AUTHORIZATION: $ 57,175.20 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ 53,109.41 | ENGINEERING AUTHORIZATION: $ 4,065.79 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 52,524.95 | ENGINEERING COST TO DATE: $ 4,200.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 |
| ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 1 % | PERCENT OF AUTHORIZATION: 103 % | DATE PROJECT WAS COMPLETED: 3/30/67 |
| | | Estqblishment period started 3/30/67. Semi final submitted 5/12/67. |

ESTIMATED PERCENT COMPLETE (ROADWORK)

| | CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|---|
| | | | | GRADING | ~~EMBANKMENT~~ SURFACING | ~~TOPSOIL~~ MATERIALS | ~~TREES~~ MACADAM | ~~SHRUBS~~ PAVING |
| MILES IN PROJECT | | | | | 0.93 | 0.93 | 0.93 | 0.93 |
| MILES PARTIALLY COMPLETED | | | | | | | | |
| MILES COMPLETED | | | | | 0.93 | 0.93 | 0.93 | 0.93 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | 3,100 cy | 2,600 cy | ~~2,600~~ 580 | 1,440 |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | 2,808 cy | 3,400 cy | 575 | 1,404 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | 2,808 cy | 3,400 cy | 575 | 1,404 |
| AVERAGE DAILY QUANTITIES | | | | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | | |
| HOURS PER SHIFT | | | | | | | | |

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | Overcast | | | |
| MONDAY | Fair | | | |
| TUESDAY | Fair | | | |
| WEDNESDAY | Fair | | | |
| THURSDAY | Fair | | | |
| FRIDAY | Fair | | | |
| SATURDAY | Fair | | | |

Routing
Morris
Decker
Bond
Barber
Scott

RECEIVED

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | Contractor replaced 6 Lodgepole pine trees.<br>This completes all tree and shrub replacements. |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

Contract is now completed.
Additional certification, payroll certifications etc. necessary during establishment period will be submitted to Salem office as per instructions from Vince Gallagher, Contract payment Engr.. There will be no changes in project quantities.
This will be final weekly report on this project.

SIGNED P. F. Burnett LOCATION Ontario

P. F. Burnett, Res. Engr.

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

RECEIVED
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID E. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX
FOR FILE
I-(11-8(13)371
6838

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 1, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

This is to advise you that the replacement planting was completed on October 27, 1967, on Contract No. 6838, Ontario Interchange-Idaho State Line Section, in Malheur County, in connection with Federal-Aid Project No. I-80N-8(13)371.

We request that your office return a signed copy of this letter indicating acceptance or listing below any items or conditions which would prevent your final acceptance of the contract work.

Very truly yours,

Forrest Cooper
State Highway Engineer

NOTED
F. B. KLABOE

By

L. H. Young
Office Engineer

Young
1-5-68

Bureau of Public Roads
Oregon Division Office Endorsement Date 12-13-67

Conditions noted on above date:

None

RAN

RECEIVED
JAN 4 - 1968
OFFICE OF
STATE HIGHWAY ENGINEER

A. W. Parsons
Division Engineer

By G. R. Brooks
G. R. Brooks
District Engineer

RECEIVED
JUN 17 1966
FOR FILING
I-80N-8(13)37

Form CD-121 (11-63) (Prep. by A.G. 206-16)

UNITED STATES GOVERNMENT

# Memorandum

6838

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 15, 1966

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Coordinating Engineer

SUBJECT: Oregon Project I-80N-8(13)371
Ontario Interchange - Idaho State Line Section
Screen Planting

As requested in Mr. Young's letter of June 1, 1966 advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of May 23, 1966, in the award of contract No. 6838 to Vaughn Landscape Construction, Inc., of Twin Falls, Idaho, low bidder in the amount of $50,722.40 at the May 19, 1966 bid opening.

REFERRED TO
By Asst. State Hwy. Engr.
6-17-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 2 - 1966
FOR FILING

June 1, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Confirmation of your tentative concurrence as of May 23, 1966 is requested in the award of contract for the Ontario-Interchange-Idaho State Line Section, Project No. I-OOR-8(13)371.

The contractor receiving the award is Vaugh Landscape Construction, Inc. of Twin Falls, Idaho in the amount of $50,722.40 with the contract No. 6838 assigned. This bid was received on May 19, 1966 and awarded May 23, 1966.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our proposal regarding nondiscrimination in employment as required by Bureau of Public Roads PR 20-4-64.

All rights of access, including utilities, to or from abutting property are either (1) denied by law, (2) have been acquired or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility work not included as part of the construction contract to be undertaken and completed without conflicting or delaying the State's contractor's operations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:lt

RECEIVED
JUN 1 - 1966

FOR FILING

I-84-1-2(12)-71

11-7

May 20, 1966

Vaughn's Landscape Constr., Inc.
Route 2
Twin Falls, Idaho 83301

Gentlemen:

May 23, 1966
6838

Screen planting on the Ontario Interchange-Idaho State Line Section of the Old Oregon Trail, west of Ontario, in Malheur County.

$30,723.40
May 19, 1966

JS

cc: P. D. Morgan
L. H. Young
C. D. Hotchkiss (SIAC)
Hank Astorp

RECEIVED
MAY 10 1966
FOR FILING
I-80N-8(13)371
6238

May 9, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to certify that the Oregon State Highway Commission has contacted the required local public authorities regarding protection of public resources, such as recreational areas, historical sites, wild life refuges, and other facilities in which the public has a specific interest. This certification had not been received at P.S. & E approval time.

We also certify we have received replies from the required local public authorities in these matters and they have no objections or suggestions regarding the following projects:

| | |
|---|---|
| I-5-3(32)193 | S. Tigard Interchange Section |
| I-80N-8(13)371 | Ontario Interchange-Idaho State Line Section |
| FH-103(4) | Middle Fork, Rogue River Bridge |

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:ed

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APR 21 1966

Commissioners
[illegible] Chairman
Wayne [illegible] Vice-Chairman
John P. Amacher, Winchester
Tallant Greenough, Coquille
Joseph W. S[illegible]n, Klamath Falls

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

I-80N-8(13)221

GXEX

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S W ALDER STREET
PORTLAND

April 19, 1966

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

We are replying to your letter of April 12, 1966 which enclosed plan title sheets for the following six projects:

1. Ontario Interchange-Idaho State Line Section, Old Oregon Trail Highway, Malheur County.

2. Newberg-Dundee Section, Pacific Highway West, Yamhill County.

3. Main Street Connection(Klamath Falls)Section, The Dalles-California Highway, Klamath County.

4. Little North Fork Nehalem River-Humbug Summit Section, Sunset Highway, Clatsop County.

5. Mohawk Road Interchange, Eugene-Springfield Highway, Lane County.

6. Junction City-Eugene Section, Pacific Highway West, Lane County.

There will be no adverse effects on wildlife resources as a result of any of the above projects, consequently they are all approved by this agency.

The opportunity to review these projects is appreciated.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK/dm

cc: Director OFC

4-20-66 Copies to:
F. B. Klaboe
L. H. Young
Frank Hall (6)
T. C. Roake
J. E. Morelock
R. D. Asburry (4)
L. R. Chandler (4)
J. F. Putnam (2)
A. F. Parson (2)
fp

93-1115

6837

RECEIVED
FEB 27 1967

23.1115
1831

February 27, 1967

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma, Washington 98401

Gentlemen:

A post-final payment for $1,690.27 will be made to Underwood and Richards Construction Company, Inc., on Contract No. 6839 for construction of the Chimney Creek Bridges on the Central Oregon Highway in Malheur County, as soon as the warrant is prepared.

The total amount paid on this contract will be $67,695.05 including the post-final payment. Of the total $169.58 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

cc Underwood & Richards Constr. Co., Inc.
P.O. Box 1050
Bend, Oregon 97701

C.H. Maison
Attn: John Herr

RECEIVED
JAN 16 1967
FOR FILING

23-1115
6839

January 16, 1967

United Pacific Insurance Company
Portland Branch Office
415 SW 10th Avenue
Portland 5, Oregon

Gentlemen:

Contract No. 6839 awarded to Underwood & Richards Construction Company, Inc., for three structures on the Chimney Creek Bridges Section of the Central Oregon Highway in Malheur County was completed on October 11, 1966, and accepted by the Highway Commission on January 13, 1967.

Final payment in the amount of $3,600.70 will be released to the contractor after January 23, 1967. The total contract amount is $66,004.78 including $169.58 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

gc

cc: Underwood & Richards Construction Co., Inc.
P. O. Box 1050
Bend, Oregon 97701

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
JAN 13 1967
FOR FILING

| |
|---|
| 25-1115 |
| |
| 6839 |

January 13, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed October 11, 1966, on Contract No. 6839. The contract was with Underwood & Richards Construction Co., Inc. and was for construction of three structures on the Chimney Creek Bridges Section of the Central Oregon Highway in Malheur County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective January 13, 1967, and that you concur in this procedure at the Commission meeting on January 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc: Floyd Query
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young
I. D. Merchant
C. H. Maison
A. F. Parson

bg

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Chimney Cr. Bridges | | WEEK ENDING: October 22, 1966 |
| | | SECTION PREFIX: 23-1115 |
| HIGHWAY: Central Oregon | | COUNTY: Malheur |
| NAME OF JOB: Chimney Creek Bridges | KIND OF WORK: Bridge Construction | |
| CONTRACTOR: Underwood & Richards, Inc. | CONTRACT NUMBER: 6839 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 7, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN / SUPERVISION | SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS: 120 | WORK DAYS USED / CALENDAR DAYS USED: 120 |
| PROJECT AUTHORIZATION: $ 112,520.25 | SPECIFIED COMPLETION DATE: October 11, 1966 | PERCENT OF TIME ELAPSED: 100 % |
| EXCLUSIVE OF ENGINEERING: $ 104,518.81 | ENGINEERING AUTHORIZATION: $ 8,001.44 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 % |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 104,518.81 | ENGINEERING COST TO DATE: $ 6,640.09 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 % |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN: 0 % | PERCENT OF AUTHORIZATION: 83 % | DATE PROJECT WAS COMPLETED: Octpber 11, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | | | | | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

NONE

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | 1851A | 1852A | 1854A | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | 100 | 100 | 100 | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY 16 | Fair | | | |
| MONDAY 17 | Fair | | | |
| TUESDAY 18 | Fair | | | |
| WEDNESDAY 19 | Cloudy | | | |
| THURSDAY 20 | Cloudy | | | |
| FRIDAY 21 | Cloudy | | | |
| SATURDAY 22 | Cloudy | | | |

Routing

E

B

RECEIVED

BEN GIFFORD

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY 16 | No Activity |
| 17 MONDAY | No Activity |
| 18 TUESDAY | Mr.Alfred Shirley, Ass't. Division Engineer and H.E.Woodward,Res,Br. Engr. made a Final Inspection today [redacted] |
| 19 WEDNESDAY | No Activity |
| 20 THURSDAY | No Activity |
| 21 FRIDAY | No Activity |
| SATURDAY 22 | |

**REMARKS**

STATUS: All contract items completed.

OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
RECEIVED
OCT 21 1966
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

SIGNED Henry E. Woodward STATION John Day

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

FORM S-181

RECEIVED
JUN 1 - 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

22-1115

4824

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
O. E. ROHDE
CHIEF COUNSEL

May 2[illegible], 1966

Underwood & Richards Constr. Co., Inc.
P. O. Box 1049
Bend, Oregon 97701

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 4824 for the following projects

Three bridges over Chimney Creek on the Central Oregon Highway, west of Juntura, in Malheur County.

This award was based on your bid of $64,640.00 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: F. D. Morgan
L. H. Young
C. D. Matthis (SIAC)
J. D. Marchant

Commissioners
J. Pat Metke, Bend
Chairman
Wayne E. Phillips, Baker
Vice-Chairman
John P. Amacher, Winchester
Tallant Greenough, Coquille
Joseph W. Smith, Klamath Falls

23-11-5
G&S 1

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

April 26, 1966

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Atténtion: Mr. Ivan D. Merchant

Dear Sir:

We have reviewed the plans for your project entitled:

Chimney Creek Bridges
Drewsey-Juntura Section
Central Oregon Highway
Malheur County
Bridges Nos. 1851A, 1852A, 1854A

We have no objection to the construction of these bridges from a wildlife standpoint.

Thank you for the opportunity to review the plans.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

NOTED
T. C. ROAKE

ROK/dm
cc: F. B. Klaboe
L. H. Young
Frank Hall (2)
T. C. Roake
J. E. Morelock
A. F. Parson (2)

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM APR 27 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
MAR 15 1966
FORM E-20 SDH 10-65 SP*23401-734
FOR FILING

23-111-L
C-E7

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1966

SUBJECT: Harney Co. L.-Chimney Creek Section
Central Oregon Highway
Malheur County

To: Mr. A. F. Parson
Division Engineer
P. O. Box 880
La Grande, Oregon

At the time this project was advertised, State Force Order #1 to widen three bridges was included as part of the authorization.

A decision was made by Mr. Edwards at the tentative schedule meeting to cancel S.F.O. No's 1851 A, 1852 A, and 1854 A in the amount of $28,405 and go ahead and let these structures by contract.

These structures will be financed by 1966 State funds as listed on the 1966 State Construction Program No. 2 dated 3-7-66.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Ass't. Construction Engineer

NOTED
F. B. KLABOE

BG:rw

cc: Tom Edwards
F. B. Klaboe
L. H. Young
E. S. Hunter
Oliver G. McComb

RECEIVED
MAR 15 1966
OFFICE OF
STATE HIGHWAY ENGINEER

copy
REFERRED TO
By Asst. State Hwy. Engr.
3-15-66

I-5-4(39)241 Santiam Safety Rest Area 1966
Sec., Pacific Hwy. (Rest
#6840 Area Improvement) Folder #2

STATE COPY

| | | |
|---|---|---|
| Monthly transaction number: 8-52 | FORM R-2A (Rev. 10-68) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State: Oregon |
| Project report number: 20 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) | County: Marion |
| Modification number: 4 | | Project number: I-5-4(39)241 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 17, 19 66, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 326,541 | $ 333,863 |
| Federal funds | $ 301,234.00 | $ 301,661.83 |
| Other revisions | | |

This modification is made for the following reasons:

Based on Final Voucher

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 13th day of August, 19 69.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By L. R. Backlund
(Division Engineer)

For: R. E. Simpson

US COMM-DC 26364-P68

I-5-4(39)241

| | | |
|---|---|---|
| Monthly transaction number 6840 | FHWA (FORM PR-2A 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State Oregon |
| Project report number 17 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 8-4-67 | County Marion |
| Modification number 1 | | Project number I-5-4(39)241 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 17, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 321,762 | $ 326,541 |
| Federal funds | $ 296,800.00 | $ 301,234.00 |
| Other revisions | | |

This modification is made for the following reasons:

Revised estimate based on approved Price Agreements, Extra Work Orders and State Force Orders.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 4 day of August, 1967.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By B K Lobve

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By L. R. Backlund
(Division Engineer)
L. R. Backlund, Admin. Manager

US COMM-DC 26364-P65

Oregon State Highway Department

Federal Aid
Project No. I-5-4(39)241

# SANTIAM RIVER SAFETY REST AREA ON THE PACIFIC HIGHWAY IN MARION COUNTY

(Revised estimate as a basis for modification of project agreement. Based on approved Price Agreements, Extra Work Orders and State Force Orders.)

Salem, Oregon, July 19, 1967

Type Code Y021
Roadside Rest Area (Sta. 701+00) (Contract No. 6840)

| | | | | |
|---|---|---|---|---|
| Previous Subtotal estimate dated Jan. 9, 1967 | | | | $292,511.28 |
| Revised Estimate | | | | |
| PA #2 | Type II Fence | 90 rods | $10.00 | $ 900.00 |
| PA #3 | Extra Reinforcing Bars | 1,000 lbs. | 0.17 | 170.00 |
| PA #4 | Concrete Curbs | 6 cu.yd. | 100.00 | 600.00 |
| PA #4 | Bar run Gravel | 60 cu.yd. | 1.65 | 99.00 |
| PA #5 | Special Borrow Material | 350 cu.yd. | 1.65 | 577.50 |
| PA #7 | Japanese Barberry Plants | 500 only | 1.60 | 800.00 |
| EWO #2 | Pole Foundation | All Required | | 310.50 |
| EWO #3 | Water Line | All Required | | 138.00 |
| SFO #3 | Install Breakaway Sign Posts | All Required | | 750.00 |
| | | | | $ 4,345.00 |
| | | | | $296,856.28 |
| | | | | 29,684.72 |
| | | | | $326,541.00 |

Length of Project - - - 0.00 mile

| | |
|---|---|
| Federal Funds . . . . . | $301,234.00 |
| State Funds . . . . . | 25,307.00 |
| | $326,541.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

STATE COPY

| | | |
|---|---|---|
| Monthly transaction number: 1-106 | FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State: Oregon |
| Project report number: 14 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) | County: Marion |
| Modification number: 2 | | Project number: I-5-4(39)241 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 17, 19 66, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 311,089.00 | $ 321,762.00 |
| Federal funds | $ 286,900.00 | $ 296,800.00 |
| Other revisions | | |

This modification is made for the following reasons:

**Revised estimate including increased bid item quantity.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 23rd day of January, 19 67.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. K. Labbe

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
A. W. PARSONS, Division Engineer

By L. R. Backlund
L. R. Backlund, Administrative Mgr.
(Division Engineer)

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. I-5-4(39)241

SANTIAM RIVER SLIPOUT WEST AREA ON THE
PACIFIC HIGHWAY IN MARION CO.

Revised project agreement estimate.

Salem, Oregon, January 9, 1967

Twin Code X021
Roadside West Area (Sta. 701+00) (Contract No. 6840)

| | | | |
|---|---|---|---|
| Previous subtotal on estimate dated November 14, 1966 | | | $282,809.28 |
| Previous estimate Work Item 1 - Site Development | | | |
| Embankment in Place | 14,500 cu.yds. | $1.65 | $ 23,925.00 |
| Revised Estimate | | | |
| Embankment in Place | 20,380 cu.yds. | $1.65 | $ 33,627.00 |
| | Net increase | | $ 9,702.00 |
| | Subtotal | | $292,511.28 |
| | 10% Engr. & Cont. | | 29,250.72 |
| | | | $321,762.00 |

Length of Project ——————— 0.00 miles

| | |
|---|---|
| Federal Funds ——————— | $296,800.00 |
| State Funds ——————— | 24,962.00 |
| | $321,762.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939;

State Funds for Maint.: Chap. 529, Laws 1939.

STATE COPY

| | | |
|---|---|---|
| Monthly transaction number 12-12 | FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | State Oregon |
| Project report number 11 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) | County Marion |
| Modification number 1 (SHD) | 11-28-66 | Project number I-5-4(39)241 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 17, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 281,900 | $ 311,089 |
| Federal funds | $ 260,000 | $ 286,900.00 |

Other revisions

Project Agreement to include the following additional provision: "State Highway Department will keep rest area in a clean, well-maintained condition at all times."

This modification is made for the following reasons:

Based on revised estimate including increased quantities of bid items.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 28th day of November, 1966.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. PARSONS, Division Engineer

By L. R. Backlund, Administrative Mgr.

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. I-5-4(39)241

SANTIAM RIVER SAFETY REST AREA ON THE

PACIFIC HIGHWAY IN MARION CO.

Revised Project Agreement Estimate.

Salem, Oregon, November 14, 1966

Type Code X021
Roadside Rest Area (Sta. 701+00) (Contract No. 6840)

| | | | |
|---|---|---|---|
| Previous Subtotal on Estimate Dated 6-6-66 | | | $256,273.28 |
| **Previous Estimate Work Item 1 Site Development** | | | |
| Furnishing and Placing Topsoil | 6,270 cu.yd. | $ 3.00 | $ 18,810.00 |
| Class "F" Asphalt Concrete | 2,640 ton | 14.00 | 36,680.00 |
| | | | $ 55,490.00 |
| **Revised Estimate** | | | |
| Furnishing and Placing Topsoil | 11,900 cu.yd. | $ 3.00 | $ 35,700.00 |
| Class "F" Asphalt Concrete | 3,309 ton | 14.00 | 46,326.00 |
| | | | $ 82,026.00 |
| | | Net Increase | $ 26,536.00 |
| | | Subtotal | $282,809.28 |
| | | 10% Engr. & Cont. | 28,279.72 |
| | | | $311,089.00 |

Length of Project - - - - 0.00 Miles

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - | $286,900.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - | 24,189.00 |
| | $311,089.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
JUN 21 1966
FOR FILING

STATE COPY 6/17/66

MONTHLY TRANSACTIONS

FORM PR-2 (REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Form Approved; Budget Bureau No. 41-R2089.1

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

6-17-66

PROJECT REPORT I-5-4(39)241

STATE: Oregon

COUNTY: Marion

PROJECT NO.: I-5-4(39)241

The State, ~~through its Highway Department~~, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Santiam River Safety Rest Area.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 2-16-66 | 0.00 |
| OTHER (Specify) | | |

FUNDS

Pro Rata 92.25

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 281,900 | $ 260,000.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. H. Klabre

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

by K. C. Lacklund
L. R. Lacklund, Administrative Manager

Date executed by Division Engineer JUN 17 1966

Oregon State Highway Department

Federal Aid
Project No. I-5-4(39)241

SANTIAM RIVER SAFETY REST AREA ON THE

PACIFIC HIGHWAY IN MARION COUNTY

Project agreement estimate.

Salem, Oregon June 6, 1966.

Type Code Y021
Rest Area (Sta. 701+00) (Contract No. 6840)

| | | | |
|---|---|---|---|
| Work Item 1-Site Development | | | |
| Clearing and Grubbing | All required(98%) | | $ 4,410.00 |
| Roadway Excavation, Unclassified | 7,000 cu.yds. | $ 1.05 | 7,350.00 |
| Borrow for Selected Gravel Material | 800 cu.yds. | 1.25 | 1,000.00 |
| Pavement in Place | 14,500 cu.yds. | 1.65 | 23,925.00 |
| Trench Excavation | 300 cu.yds. | 2.00 | 600.00 |
| Furnishing and Placing Topsoil | 6,270 cu.yds. | 3.00 | 18,810.00 |
| Watering | 86 M-gals. | 2.58 | 221.88 |
| Tractor and Dozer | 24 hours | 20.00 | 480.00 |
| 3/4" - 0 Material in Base | 970 cu.yds. | 4.00 | 3,880.00 |
| Crushed Base | 2,400 cu.yds. | 4.00 | 9,600.00 |
| Class "B" Asphalt Concrete | 2,620 tons | 14.00 | 36,680.00 |
| Loose Riprap | 8,900 cu.yds. | 5.30 | 47,170.00 |
| 12-inch Culvert Pipe | 1,336 lin.ft. | 2.65 | 3,540.40 |
| 6-inch Drain Pipe | 40 lin.ft. | 1.50 | 60.00 |
| 8-inch Drain Pipe | 230 lin.ft. | 2.00 | 460.00 |
| 12-inch Culvert End Sections | 4 only | 25.00 | 100.00 |
| Concrete Inlets, Type GB | 17 only | 150.00 | 2,550.00 |
| Concrete Curbs | 200 cu.yds. | 40.00 | 8,000.00 |
| Work Item 2-Electrical Supply System | | | |
| Electrical Supply System | All Required | | $ 3,500.00 |
| Work Item 3-Water Supply System | | | |
| Moving in and off Well Sites | 2 only | $100.00 | $ 200.00 |
| Drilling Wells 0-25 feet Deep | 2 only | 125.00 | 250.00 |
| Drilling Wells 25-50 feet Deep | 50 lin.ft. | 6.00 | 300.00 |
| Furnishing and Installing Well Casing | 115 lin.ft. | 3.00 | 345.00 |
| Developing Wells | 2 only | 250.00 | 500.00 |
| Pumping Test of Wells | 6 hours | 20.00 | 120.00 |
| Abandoned Hole | 30 lin.ft. | 1.00 | 30.00 |
| Water Supply and Chlorination Building | 2 only | 1,500.00 | 3,000.00 |
| Well Housings | 2 only | 500.00 | 1,000.00 |
| Piping Installations | 2 only | 1,200.00 | 2,400.00 |
| Work Item 4-Toilet Buildings | | | |
| Type S Toilet Buildings | 2 only | 11,500.00 | $ 23,000.00 |

| | | | |
|---|---|---|---|
| **Work Item 5-Information Shelters** | | | |
| Information Shelter | 2 only | $1,100.00 | $ 2,200.00 |
| **Work Item 6-Water Service System** | | | |
| 1/2-inch water pipe | 1,100 lin.ft. | $ 0.40 | $ 440.00 |
| 3/4-inch water Pipe | 800 lin.ft. | 0.50 | 400.00 |
| 1-inch Water Pipe | 2,440 lin.ft. | 0.55 | 1,342.00 |
| 1¼-inch Water Pipe | 1,310 lin.ft. | 0.60 | 786.00 |
| 1½-inch Water Pipe | 800 lin.ft. | 0.70 | 560.00 |
| 2-inch Water Pipe | 630 lin.ft. | 1.10 | 693.00 |
| 3/4-inch Steel Water Pipe | 50 lin.ft. | 1.00 | 50.00 |
| 1-inch Steel Water Pipe | 130 lin.ft. | 1.00 | 130.00 |
| 1¼-inch Steel Water Pipe | 110 lin.ft. | 3.00 | 330.00 |
| 2-inch Steel Water Pipe | 130 lin.ft. | 5.00 | 650.00 |
| 1/2-inch Gate Valves | 1 only | 25.00 | 25.00 |
| 3/4-inch Gate Valves | 1 only | 30.00 | 30.00 |
| 1-inch Gate Valves | 1 only | 35.00 | 35.00 |
| 3/4-inch Quick Coupling Hose Valves | 50 only | 6.00 | 300.00 |
| 1/2-inch Manual Drain Valves | 10 only | 10.00 | 100.00 |
| 4-inch Drain Pipe | 400 lin.ft. | 1.50 | 600.00 |
| Special Backfill in Drains | 10 cu.yds. | 10.00 | 100.00 |
| **Work Item 7-Sewage System** | | | |
| 4,000-Gallon Septic Tank | 2 only | $1,400.00 | $ 2,800.00 |
| 4-inch Cast Iron Sewer Line | 100 lin.ft. | 3.75 | 375.00 |
| 4-inch Sewage Effluent Line | 200 lin.ft. | 2.00 | 400.00 |
| Southbound Area Disposal Field | All Required | | 1,675.00 |
| Northbound Area Disposal Field | All Required | | 1,550.00 |
| **Work Item 8-Rest Grounds Facilities** | | | |
| A.C. Concrete Walks and Surfacing | 2,160 sq.yds. | $ 3.55 | $ 7,668.00 |
| Picnic Tables | 32 only | 150.00 | 4,800.00 |
| Concrete Drinking Fountains | 5 only | 150.00 | 750.00 |
| Water Hydrants | 8 only | 100.00 | 800.00 |
| Refuse Receptacles | 11 only | 55.00 | 605.00 |
| Area Illumination Installation | All Required | | 2,500.00 |
| Roadside Seeding | 8 acre | 400.00 | 3,200.00 |
| Furnishing and Planting Trees | 180 only | 3.70 | 660.00 |
| Furnishing and Planting Shrubs | 1,200 only | 3.70 | 4,440.00 |
| Furnishing and Planting Vines, Bearberry | 700 only | 0.55 | 385.00 |
| Furnishing and Planting Vines, Salal | 440 only | 1.00 | 440.00 |
| Grass Seed Mixture | 1,500 lb. | 0.80 | 1,200.00 |
| Inorganic Fertilizer, 10-16-8 | 82 cwt. | 6.00 | 492.00 |
| Organic Fertilizer, 5-3-2 | 2 cwt. | 6.00 | 12.00 |
| Manure Fertilizer | 60 cu.yds. | 5.00 | 300.00 |
| Mulch | 40 units | 25.00 | 1,000.00 |
| Sign Support Footings | All Required | | 1,300.00 |
| Single Sign Supports | All Required | | 3,000.00 |
| Type "B" Signs in Place | 466 sq.ft. | 7.00 | 3,262.00 |

| | | | |
|---|---|---|---|
| Work Item 9-Extra Concrete | | | |
| Extra Concrete | 2 cu.yds. | 100.00 | 200.00 |
| | | | $256,073.28 |
| Flagging (57½% of Contractor Cost) | All Required | | $ 200.00 |
| | Subtotal | | $256,273.28 |
| | 10% Engr. & Cont. | | 25,626.72 |
| | Total | | $281,900.00 |

Length of Project 0.00 Miles

| | |
|---|---|
| Federal Funds | $260,000.00 |
| State Funds | 21,900.00 |
| Total | $281,900.00 |

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint: Chap. 529, Laws 1939.

SANTEE SAFETY RET[illegible]

STATE WORK

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required (2%) | | $ 90.00 |
| General Excavation, Unclassified | 6,200 cy.yds. | $ 1.05 | 6,510.00 |
| Extra for Selected Gravel Material | 850 cu.yds. | 1.25 | 1,062.50 |
| Loose Riprap | 6,700 cu.yds. | 5.30 | 35,510.00 |
| Portable Sprinklers | 6 only | 20.00 | 120.00 |
| Rubber Hose | 12 only | 20.00 | 240.00 |
| | | | $ 43,532.50 |

Oregon State Highway Department

Federal Aid
Project No. I-5-4(39)241

SANTIAM RIVER SAFETY REST AREA ON THE

PACIFIC HIGHWAY IN MARION COUNTY

P.S. & E. Estimate

Salem, Oregon, February 7, 1966

Type Code Y021
Roadside Rest Area (Sta. 701+00)
Work Item 1 - Site Development

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Req. | | $ 7,000.00 |
| General Excavation, Unclassified | 8,800 cu.yds. | $ 1.50 | 13,200.00 |
| Extra for Selected Gravel Material | 1,100 cu.yds. | 0.25 | 275.00 |
| Embankment in Place | 14,500 cu.yds. | 0.50 | 7,250.00 |
| Trench Excavation | 300 cu.yds. | 3.00 | 900.00 |
| Furnishing and Placing Topsoil | 6,270 cu.yds. | 3.00 | 18,810.00 |
| Watering | 86 M-gal. | 3.50 | 301.00 |
| Tractor and Dozer | 24 hour | 15.00 | 360.00 |
| 3/4" - 0 Material in Base | 970 cu.yds. | 4.00 | 3,880.00 |
| Stone Base | 2,400 cu.yds. | 3.60 | 8,640.00 |
| Class B Asphalt Concrete | 2,620 ton | 8.50 | 22,270.00 |
| Loose Riprap | 11,000 cu.yds. | 5.00 | 55,000.00 |
| 12-inch Culvert Pipe | 1,336 lin. ft. | 3.75 | 5,010.00 |
| 6-inch Drain Pipe | 40 lin.ft. | 2.00 | 80.00 |
| 8-inch Drain Pipe | 230 lin.ft. | 2.50 | 575.00 |
| 12-inch Culvert End Sections | 4 only | 30.00 | 120.00 |
| Concrete Inlets, Type GB | 17 only | 85.00 | 1,445.00 |
| Concrete Curbs | 200 cu.yds. | 45.00 | 9,000.00 |

Work Item 2 - Electrical Supply System

| | | | |
|---|---|---|---|
| Electrical Supply System | All Req. | | 6,400.00 |

Work Item 3 - Water Supply System

| | | | |
|---|---|---|---|
| Moving in and off Well Sites | 2 only | 50.00 | 100.00 |
| Drilling Wells 0-25 feet deep | 2 only | 150.00 | 300.00 |
| Drilling Wells 25-50 feet deep | 50 lin.ft. | 7.00 | 350.00 |
| Furnishing and Installing Well Casing | 115 lin.ft. | 4.50 | 517.50 |
| Developing Wells | 2 only | 150.00 | 300.00 |
| Pumping Test of Well | 6 hour | 16.00 | 96.00 |
| Abandoned Hole | 30 lin.ft. | 8.00 | 240.00 |
| Water Supply and Chlorination Building | 2 only | 2,600.00 | 5,200.00 |
| Well Housing | 2 only | 700.00 | 1,400.00 |
| Pumping Installations | 2 only | 2,800.00 | 5,600.00 |

Work Item 4 - Toilet Buildings

| | | | |
|---|---|---|---|
| Type 8 Toilet Buildings | 2 only | 16,000.00 | 32,000.00 |

**Work Item 5 - Information Shelters**

| | | | |
|---|---|---|---|
| Information Shelter | 2 only | $1,800.00 | $ 3,600.00 |

**Work Item 6 - Water Service System**

| | | | |
|---|---|---|---|
| 1/2-inch Water Pipe | 1,100 lin.ft. | 0.40 | 440.00 |
| 3/4-inch Water Pipe | 800 lin.ft. | 0.45 | 360.00 |
| 1-inch Water Pipe | 2,440 lin.ft. | 0.50 | 1,220.00 |
| 1¼-inch Water Pipe | 1,310 lin.ft. | 0.60 | 786.00 |
| 1½-inch Water Pipe | 800 lin.ft. | 0.80 | 640.00 |
| 2-inch Water Pipe | 630 lin.ft. | 1.10 | 693.00 |
| 3/4-inch Steel Water Pipe | 50 lin.ft. | 0.60 | 30.00 |
| 1-inch Steel Water Pipe | 130 lin.ft. | 1.10 | 143.00 |
| 1¼-inch Steel Water Pipe | 110 lin.ft. | 1.30 | 143.00 |
| 2-inch Steel Water Pipe | 130 lin.ft. | 2.40 | 312.00 |
| ¾-inch Gate Valves | 1 only | 10.00 | 10.00 |
| 3/4-inch Gate Valves | 1 only | 15.00 | 15.00 |
| 1-inch Gate Valves | 1 only | 20.00 | 20.00 |
| 3/4-inch Quick Coupling Hose Valves | 50 only | 10.00 | 500.00 |
| ½-inch Manual Drain Valves | 10 only | 7.00 | 70.00 |
| 4-inch Drain Pipe | 400 lin.ft. | 2.00 | 800.00 |
| Special Backfill in Drains | 10 cu.yd. | 10.00 | 100.00 |

**Work Item 7 - Sewage System**

| | | | |
|---|---|---|---|
| 4,000-gallon Septic Tank | 2 only | 2,700.00 | 5,400.00 |
| 4-inch Cast Iron Sewer Line | 100 lin.ft. | 3.00 | 300.00 |
| 4-inch Sewage Effluent Line | 200 lin.ft. | 2.00 | 400.00 |
| Southbound Area Disposal Field | All Req. | | 3,000.00 |
| Northbound Area Disposal Field | All Req. | | 2,700.00 |

**Work Item 8 - Rest Grounds Facilities**

| | | | |
|---|---|---|---|
| A.C. Concrete Walks and Surfacing | 2,160 sq.yd. | 5.00 | 10,800.00 |
| Picnic Tables | 32 only | 250.00 | 8,000.00 |
| Concrete Drinking Fountains | 5 only | 150.00 | 750.00 |
| Water Hydrants | 8 only | 150.00 | 1,200.00 |
| Refuse Receptacles | 11 only | 25.00 | 275.00 |
| Area Illumination Installation | All Req. | | 3,840.00 |
| Roadside Seeding | 8 acre | 600.00 | 4,800.00 |
| Furnishing and Planting Trees | 180 only | 12.00 | 2,160.00 |
| Furnishing and Planting Shrubs | 1,200 only | 4.00 | 4,800.00 |
| Furnishing and Planting Vines, Bearberry | 700 only | 0.50 | 350.00 |
| Furnishing and Planting Salal | 440 only | 1.25 | 550.00 |
| Grass Seed Mixture | 1,500 lb. | 0.80 | 1,200.00 |
| Inorganic Fertilizer, 10-16-8 | 82 cwt. | 6.50 | 533.00 |
| Organic Fertilizer, 5-3-2 | 2 cwt. | 6.50 | 13.00 |
| Manure Fertilizer | 60 cu.yds. | 6.00 | 360.00 |
| Mulch | 40 unit | 18.00 | 720.00 |
| Sign Support Footings | All Req. | | 750.00 |
| Single Sign Supports | All Req. | | 2,950.00 |
| Type B Signs in Place | 466 sq.ft. | 7.00 | 3,262.00 |

Work Item 9 - Extra Concrete

| | | | |
|---|---|---|---|
| Extra Concrete | 2 cu.yds. | $70.00 | $ 140.00 |
| | | | $275,754.50 |
| Flagging (57½ of Contractor's Cost) | All Req. | | 200.00 |
| | Subtotal | | $275,954.50 |
| | 10% Engr. & Cont. | | 27,595.50 |
| | Total | | $303,550.00 |

Length of Project - - - - - - - - - - - - - - 0.00 mile

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $280,000.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 23,555.00 |
| Total | $303,555.00 |

## SANTIAM SAFETY REST AREA

## STATE WORK

| | | | |
|---|---|---|---|
| Portable Sprinklers | 6 only | $25.00 | $150.00 |
| Rubber Hose | 12 only | 25.00 | 300.00 |
| | | | $450.00 |

CANADIAN SAFETY MUST ANNA

STATE WORK

| | | | |
|---|---|---|---|
| Portable Sprinklers | 6 only | $25.00 | $150.00 |
| Rubber Hose | 12 only | 25.00 | 300.00 |
| | | | $450.00 |

Oregon State Highway Department

Federal Aid
Project No. I-5-4(39) 241

SANTIAM RIVER SAFETY REST AREA ON THE

PACIFIC HIGHWAY IN MARION COUNTY

P S & E Estimate.

Salem, Oregon, April 19, 1966

Type Co[illegible]221
[illegible]t Area (Sta. 701+00)
[illegible]-Site Development

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required | (98%) | $ 6,860.00 |
| General Excavation Unclassified | 7,000 cu. yds. | 1.50 | 10,500.00 |
| Extra for Selected Gravel Material | 800 cu. yds. | 0.25 | 200.00 |
| Embankment in Place | 14,500 cu. yds. | 0.50 | 7,250.00 |
| Trench Excavation | 300 cu. yds. | 3.00 | 900.00 |
| Furnishing and Placing Topsoil | 6,270 cu. yds. | 3.00 | 18,810.00 |
| Watering | 86 M-Gal. | 3.50 | 301.00 |
| Tractor and Dozer | 24 hr. | 15.00 | 360.00 |
| 3/4" - 0 Material in Base | 970 Cu. yds. | 4.00 | 3,880.00 |
| Stone Base | 2,400 cu. yds. | 3.60 | 8,640.00 |
| Class B Asphalt Concrete | 2,620 Ton | 8.50 | 22,270.00 |
| Loose Riprap | 8,900 cu. yds. | 5.00 | 44,500.00 |
| 12-inch Culvert Pipe | 1,336 Lin. ft. | 3.75 | 5,010.00 |
| 6-inch Drain Pipe | 40 Lin. ft. | 2.00 | 80.00 |
| 8-inch Drain Pipe | 230 Lin. ft. | 2.50 | 575.00 |
| 12-inch Culvert End Sections | 4 only | 30.00 | 120.00 |
| Concrete Inlets, Type GB | 17 only | 85.00 | 1,445.00 |
| Concrete Curbs | 200 cu. yd. | 45.00 | 9,000.00 |
| Work Item 2-Electrical Supply System | | | |
| Electrical Supply System | All Required | | 6,400.00 |
| Work Item 3-Water Supply System | | | |
| Moving in and off Well Sites | 2 only | 50.00 | 100.00 |
| Drilling Wells 0-25 ft. Deep | 2 only | 150.00 | 300.00 |
| Drilling Wells 25-50 ft. Deep | 50 Lin. ft. | 7.00 | 350.00 |
| Furnishing and Installing Well Casing | 115 Lin. ft. | 4.50 | 517.50 |
| Developing Wells | 2 only | 150.00 | 300.00 |
| Pumping Test of Well | 6 hr. | 16.00 | 96.00 |
| Abandoned Hole | 30 Lin. ft. | 8.00 | 240.00 |
| Water Supply and Chlorination Building | 2 only | 2,600.00 | 5,200.00 |
| Well Housing | 2 only | 700.00 | 1,400.00 |
| Pumping Installations | 2 only | 2,800.00 | 5,600.00 |
| Work Item 4-Toilet Buildings | | | |
| Type 8 Toilet Buildings | 2 only | 16,000.00 | 32,000.00 |
| Work Item 5-Information Shelters | | | |
| Information Shelter | 2 only | 1,800.00 | 3,600.00 |

| | | | |
|---|---|---|---|
| **Work Item 6-Water Service System** | | | |
| 1/2-inch Water Pipe | 1,100 Lin. ft. | 0.40 | $ 440.00 |
| 3/4-inch Water Pipe | 800 Lin. ft. | 0.45 | 360.00 |
| 1-inch Water Pipe | 2,440 Lin. ft. | 0.50 | 1,220.00 |
| 1 ¼-inch Water Pipe | 1,310 Lin. ft. | 0.60 | 786.00 |
| 1½-inch Water Pipe | 800 Lin. ft. | 0.80 | 640.00 |
| 2-inch Water Pipe | 630 Lin. ft. | 1.10 | 693.00 |
| 3/4-inch Steel Water Pipe | 50 Lin. ft. | 0.60 | 30.00 |
| 1-inch Steel Water Pipe | 130 Lin. ft. | 1.10 | 143.00 |
| 1¼-inch Steel Water Pipe | 110 Lin. ft. | 1.30 | 143.00 |
| 2-inch Steel Water Pipe | 130 Lin. ft. | 2.40 | 312.00 |
| ½-inch Gate Valves | 1 only | 10.00 | 10.00 |
| 3/4-inch Gate Valves | 1 only | 15.00 | 15.00 |
| 1-inch Gate Valves | 1 only | 20.00 | 20.00 |
| 3/4-inch Quick Coupling Hose Valves | 50 only | 10.00 | 500.00 |
| 1/2-inch Manual Drain Valves | 10 only | 7.00 | 70.00 |
| 4-inch Drain Pipe | 400 Lin. ft. | 2.00 | 800.00 |
| Special Backfill in Drains | 10 Cu. yd. | 10.00 | 100.00 |
| **Work Item 7-Sewage System** | | | |
| 4,000-Gallon Septic Tank | 2 only | 2,700.00 | 5,400.00 |
| 4-inch Cast Iron Sewer Line | 100 Lin. ft. | 3.00 | 300.00 |
| 4-inch Sewage Effluent Line | 200 Lin. ft. | 2.00 | 400.00 |
| Southbound Area Disposal Field | All Required | | 3,000.00 |
| Northbound Area Disposal Field | All Required | | 2,700.00 |
| **Work Item 8-Rest Grounds Facilities** | | | |
| A. C. Concrete Walks and Surfacing | 2,160 Sq. yd. | 5.00 | 10,800.00 |
| Picnic Tables | 32 only | 250.00 | 8,000.00 |
| Concrete Drinking Fountains | 5 only | 150.00 | 750.00 |
| Water Hydrants | 8 only | 150.00 | 1,200.00 |
| Refuse Receptacles | 11 only | 25.00 | 275.00 |
| Area Illumination Installation | All Required | | 3,840.00 |
| Roadside Seeding | 8 acre | 600.00 | 4,800.00 |
| Furnishing and Planting Trees | 180 only | 12.00 | 2,160.00 |
| Furnishing and Planting Shrubs | 1,200 only | 4.00 | 4,800.00 |
| Furnishing and Planting Vines, Bearberry | 700 only | 0.50 | 350.00 |
| Furnishing and Planting Salal | 440 only | 1.25 | 550.00 |
| Grass Seed Mixture | 1,500 lb. | 0.80 | 1,200.00 |
| Inorganic Fertilizer, 10-16-8 | 82 cwt. | 6.50 | 533.00 |
| Organic Fertilizer, 5-3-2 | 2 cwt. | 6.50 | 13.00 |
| Manure Fertilizer | 60 cu. yd. | 6.00 | 360.00 |
| Mulch | 40 Unit | 18.00 | 720.00 |
| Sign Support Footings | All Required | | 750.00 |
| Single Sign Supports | All Required | | 2,950.00 |
| Type B Signs in Place | 466 Sq. ft. | 7.00 | 3,262.00 |
| **Work Item 9-Extra Concrete** | | | |
| Extra Concrete | 2 Cu. yd. | 70.00 | 140.00 |
| | | | $262,339.50 |

| | | |
|---|---|---|
| Flagging (57½% of Contractor Cost) | All Required | $ 200.00 |
| | Subtotal | $262,539.50 |
| | 10% Engr. and Cont. | 26,253.50 |
| | Total | $288,793.00 |

Length of Project 0.00 Miles

| | |
|---|---|
| Federal Funds | $266,400.00 |
| State Funds | 22,393.00 |
| Total | $288,793.00 |

## SANTIAM SAFETY REST AREA

### STATE WORK

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required | (2%) | $ 140.00 |
| General Excavation, Unclassified | 6,200 Cu. yds. | 1.50 | 9,300.00 |
| Extra for Selected Gravel Material | 850 Cu. yds. | 0.25 | 212.50 |
| Loose Riprap | 6,700 Cu. yds. | 5.00 | 33,500.00 |
| Portable Sprinklers | 6 only | 25.00 | 150.00 |
| Rubber Hose | 12 only | 25.00 | 300.00 |
| | | | $43,602.50 |

Oregon State Highway Department

Federal-Aid
Project No. I-5-4(39)241

SANTIAM RIVER SAFETY REST AREA ON THE

PACIFIC HIGHWAY IN MARION COUNTY

Revised P.S. & E. Estimate.

Salem, Oregon, May 17, 1966

Type Code Y021
Roadside Rest Area (Sta. 701+00)

| | | | |
|---|---|---|---|
| **WORK ITEM 1 - SITE DEVELOPMENT** | | | |
| Clearing and Grubbing | All Req. (98%) | | $ 6,860.00 |
| General Excavation, Unclassified | 7,000 cu.yd. | $ 1.50 | 10,500.00 |
| Extra for Selected Gravel Material | 800 cu.yd. | 0.25 | 200.00 |
| Embankment in Place | 14,500 cu.yd. | 0.50 | 7,250.00 |
| Trench Excavation | 300 cu.yd. | 3.00 | 900.00 |
| Furnishing and Placing Topsoil | 6,270 cu.yd. | 3.00 | 18,810.00 |
| Watering | 86 M-gal. | 3.50 | 301.00 |
| Tractor and Dozer | 24 hour | 15.00 | 360.00 |
| 3/4" - 0 Material in Base | 970 cu.yd. | 4.00 | 3,880.00 |
| Stone Base | 2,400 cu.yd. | 3.60 | 8,640.00 |
| Class "B" Asphalt Concrete | 2,620 ton | 8.50 | 22,270.00 |
| Loose Riprap | 8,900 cu.yd. | 6.00 | 53,400.00 |
| 12-inch Culvert Pipe | 1,336 lin.ft. | 3.75 | 5,010.00 |
| 6-inch Drain Pipe | 40 lin.ft. | 2.00 | 80.00 |
| 8-inch Drain Pipe | 230 lin.ft. | 2.50 | 575.00 |
| 12-inch Culvert End Sections | 4 only | 30.00 | 120.00 |
| Concrete Inlets, Type GB | 17 only | 85.00 | 1,445.00 |
| Concrete Curbs | 200 cu.yd. | 45.00 | 9,000.00 |
| **WORK ITEM 2 - ELECTRICAL SUPPLY SYSTEM** | | | |
| Electrical Supply System | All Req. | | 6,400.00 |
| **WORK ITEM 3 - WATER SUPPLY SYSTEM** | | | |
| Moving In and Off Well Sites | 2 only | 50.00 | 100.00 |
| Drilling Wells, 0-25 Feet Deep | 2 only | 150.00 | 300.00 |
| Drilling Wells, 25-50 Feet Deep | 50 lin.ft. | 7.00 | 350.00 |
| Furnishing and Installing Well Casing | 115 lin.ft. | 4.50 | 517.50 |
| Developing Wells | 2 only | 150.00 | 300.00 |
| Pumping Test of Well | 6 hour | 16.00 | 96.00 |
| Abandoned Hole | 30 lin.ft. | 8.00 | 240.00 |
| Water Supply and Chlorination Building | 2 only | 2,600.00 | 5,200.00 |
| Well Housing | 2 only | 700.00 | 1,400.00 |
| Pumping Installations | 2 only | 2,800.00 | 5,600.00 |
| **WORK ITEM 4 - TOILET BUILDINGS** | | | |
| Type 8 Toilet Buildings | 2 only | 16,000.00 | 32,000.00 |
| **WORK ITEM 5 - INFORMATION SHELTERS** | | | |
| Information Shelter | 2 only | 1,800.00 | 3,600.00 |

| | | | |
|---|---|---|---|
| **WORK ITEM 6 - WATER SERVICE SYSTEM** | | | |
| 1/2-inch Water Pipe | 1,100 lin.ft. | $ 0.40 | $ 440.00 |
| 3/4-inch Water Pipe | 800 lin.ft. | 0.45 | 360.00 |
| 1-inch Water Pipe | 2,440 lin.ft. | 0.50 | 1,220.00 |
| 1 1/4-inch Water Pipe | 1,310 lin.ft. | 0.60 | 786.00 |
| 1 1/2-inch Water Pipe | 800 lin.ft. | 0.80 | 640.00 |
| 2-inch Water Pipe | 630 lin.ft. | 1.10 | 693.00 |
| 3/4-inch Steel Water Pipe | 50 lin.ft. | 0.60 | 30.00 |
| 1-inch Steel Water Pipe | 130 lin.ft. | 1.10 | 143.00 |
| 1 1/4-inch Steel Water Pipe | 110 lin.ft. | 1.30 | 143.00 |
| 2-inch Steel Water Pipe | 130 lin.ft. | 2.40 | 312.00 |
| 1/2-inch Gate Valves | 1 only | 10.00 | 10.00 |
| 3/4-inch Gate Valves | 1 only | 15.00 | 15.00 |
| 1-inch Gate Valves | 1 only | 20.00 | 20.00 |
| 3/4-inch Quick-Coupling Hose Valves | 50 only | 10.00 | 500.00 |
| 1/2-inch Manual Drain Valves | 10 only | 7.00 | 70.00 |
| 4-inch Drain Pipe | 400 lin.ft. | 2.00 | 800.00 |
| Special Backfill in Drains | 10 cu.yd. | 10.00 | 100.00 |
| **WORK ITEM 7 - SEWAGE SYSTEM** | | | |
| 4000-gallon Septic Tank | 2 only | 2,700.00 | 5,400.00 |
| 4-inch Cast Iron Sewer Line | 100 lin.ft. | 3.00 | 300.00 |
| 4-inch Sewage Effluent Line | 200 lin.ft. | 2.00 | 400.00 |
| Southbound Area Disposal Field | All Req. | | 3,000.00 |
| Northbound Area Disposal Field | All Req. | | 2,700.00 |
| **WORK ITEM 8 - REST GROUNDS FACILITIES** | | | |
| A.C. Concrete Walks and Surfacing | 2,160 sq.yd. | 5.00 | 10,800.00 |
| Picnic Tables | 32 only | 250.00 | 8,000.00 |
| Concrete Drinking Fountains | 5 only | 150.00 | 750.00 |
| Water Hydrants | 8 only | 150.00 | 1,200.00 |
| Refuse Receptacles | 11 only | 25.00 | 275.00 |
| Area Illumination Installation | All Req. | | 3,840.00 |
| Roadside Seeding | 8 acre | 600.00 | 4,800.00 |
| Furnishing and Planting Trees | 180 only | 12.00 | 2,160.00 |
| Furnishing and Planting Shrubs | 1,200 only | 4.00 | 4,800.00 |
| Furnishing and Planting Vines, Bearberry | 700 only | 0.50 | 350.00 |
| Furnishing and Planting Salal | 440 only | 1.25 | 550.00 |
| Grass Seed Mixture | 1,500 lb. | 0.80 | 1,200.00 |
| Inorganic Fertilizer, 10-16-8 | 82 cwt. | 6.50 | 533.00 |
| Organic Fertilizer, 5-3-2 | 2 cwt. | 6.50 | 13.00 |
| Manure Fertilizer | 60 cu.yd. | 6.00 | 360.00 |
| Mulch | 40 [illegible] | 18.00 | 720.00 |
| Sign Support Footings | All Req. | | 750.00 |
| Single Sign Supports | All Req. | | 2,950.00 |
| Type "B" Signs in Place | 466 sq.ft. | 7.00 | 3,262.00 |
| **WORK ITEM 9 - EXTRA CONCRETE** | | | |
| Extra Concrete | 2 cu.yd. | 70.00 | 140.00 |
| | | | $271,239.50 |

| | | |
|---|---|---|
| Flagging (57½% of Contractor's Cost) | All Req. | $ 200.00 |
| | Subtotal | $271,439.50 |
| | 10% Engr. & Cont. | 27,143.50 |
| | Total | $298,583.00 |

Length of Project - - - - - 0.00 Miles

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $275,400.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 23,183.00 |
| Total | $298,583.00 |

## SANTIAM SAFETY REST AREA

### State Work

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Req. (2%) | | $ 140.00 |
| General Excavation, Unclassified | 6,200 cu.yd. | $ 1.50 | 9,300.00 |
| Extra for Selected Gravel Material | 850 cu.yd. | 0.25 | 212.50 |
| Loose Riprap | 6,700 cu.yd. | 6.00 | 40,200.00 |
| Portable Sprinklers | 6 only | 25.00 | 150.00 |
| Rubber Hose | 12 only | 25.00 | 300.00 |
| | | | $50,302.50 |

RECEIVED
APR 8 - 1969
FOR FILING

I-5-4(39)0411
6840

April 8, 1969

The Aetna Casualty and Surety Company
1201 S. W. 12th
Portland, Oregon 97205

Gentlemen:

A third post-final payment for $600 will be made to Aetna Casualty and Surety Company on Contract No. 6840 awarded to Oosterwyk Nurseries, Inc., for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County as soon as the warrant is prepared.

The total amount paid on this contract will be $341,530.27 including the post-final payment. Of the total $400.19 is for force account work.

Very truly yours,

Floyd [illegible]nery, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc Oosterwyk Nurseries, Inc. (2)
Robert B. Clarke

R. D. Asburry
C. H. Maison
Attn: John Herr

RECEIVED
MAR 10 1969
FOR FILING

I-5.4(39)241
L840

March 10, 1969

Aetna Life and Casualty
800 Washington Building
Seattle, Washington 98101

Attention: Mr. J. F. Kenny
Senior Claim Representative

Gentlemen:

In response to your letter of March 5, I have checked with our Accounting Division concerning any vouchers which may be outstanding and unpaid on any of Oosterwyk Nurseries, Inc., contracts with us.

The only one that we have found is a post-final voucher for $600 on Contract No. 6840. This voucher was sent to the contractor on September 6, 1967, and has not yet been returned.

The matter has been checked with our Assistant Chief Counsel and he advises that it is in order for us to send a duplicate voucher to your company. As requested, we are forwarding the duplicate voucher to your Portland office.

Very truly yours,

Floyd Emery, Secretary
OREGON STATE HIGHWAY COMMISSION

FE:fm

cc The Aetna Casualty & Surety Company
1201 S. W. 12th
Portland, Oregon 97205

C. H. Maison
Attn: Arnold Kahler
Frank McKinney

Ætna
LIFE & CASUALTY

Casualty & Surety Division
800 Washington Bldg. — 1325 Fourth Ave.
Seattle, Washington 98101
MA 4-6530

March 5, 1969

Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon 97310

Dear Mr. Query:

OUR FILE NO. B42 SC 74288 RG - OBLIGEE, STATE OF OREGON DEPARTMENT OF HIGHWAYS - PRINCIPAL, OOSTERWYK NURSERIES, INC. - CONTRACT NO. 6840 - (SANTIAM) - BOND NO. 81 S 4439 BC

We recently received a communication from Mr. Traglio of our Eugene, Oregon office which concerned discussions with you and Mr. Gallagher and Mr. Palmer in connection with an outstanding bill of the Electric Corporation allegedly due from Oosterwyk Nurseries, Inc. He had inquired if there were unpaid amounts as a result of unpaid vouchers, and Mr. Palmer of the Accounting Office advised him that on September 1, 1967 a voucher in the amount of $600 was forwarded to Mr. Oosterwyk, in care of Mr. Brain, but the original of this voucher has never been returned, and therefore no payment has been made.

Since Mr. Brain has executed a power of attorney to the Ætna Casualty and Surety Company and we are the ones to receive payment on all vouchers, will you please have your records searched for all of the Oregon Bonds and vouchers to the Oosterwyk Nurseries, Inc., if this is possible, and see if there are any unpaid vouchers presently outstanding. If such a voucher is found, would you please have another voucher prepared in its place to be sent to the Ætna Casualty and Surety Company's Portland office, as you have been so kind as to do in the past.

We desire very much to clear up these contracts, and it would be very much appreciated if you can take care of this request.

Sincerely,

J. F. Kenny

J. F. Kenny
Senior Claim Representative
co

RECEIVED
MAR 7 1969
OREGON
STATE HIGHWAY COMMISSION

cc: HO
Portland
Eugene

DECEIVED
FEB 14 1969
FOR FILING

I-5-1(57)P11
6140

yellow

February 14, 1969

Viewcrest Nurseries
9617 N.E. Burton Road
Vancouver, Washington 98662

Gentlemen:

As requested in your letter of February 11, we are furnishing you the following information concerning two contracts with Oosterwyk Nurseries, Inc.:

(1) Contract No. 6819, Roadside Improvement, Cornelius Pass Road-Barnes Road Section, Sunset Highway, Washington County,
Surety - The Aetna Casualty and Surety Co.
Agent - Robert B. Clarke
321 Yeon Building
Portland, Oregon 97204
Accepted April 11, 1968

(2) Contract No. 6840, Santiam Safety Rest Area, Pacific Highway, Marion County,
Surety - The Aetna Casualty and Surety Co.
Agent - Robert B. Clarke
321 Yeon Building
Portland, Oregon 97204
Accepted June 16, 1967.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:cr

# OOSTERWYK NURSERIES

9617 N.E. BURTON RD. • 0[illegible] • VANCOUVER, WASHINGTON

Jack Doty

98662

Feb. 11, 1969

Oregon State Highway Dept.
Landscaping

Dear Sir:

We are filing claim against Oosterwyk Nurseries, Inc. for stock which was bought from us for use on the Cornealus Pass- Barnes Road project and the Santiam Rest Stop project. 6817 Completed May 12 '67

6540 Completed Dec 31 '66

Kindly send us the job numbers of these two Contracts and also the bonding agent involved.

Sincerely yours, Jack Doty
by Jean

JD/mjd

RECEIVED
[illegible]
State Highway Dept.
[illegible]
FILED
[illegible]

RECEIVED
DEC 27 1967
FOR FILING

I-5-4(39)241

6840

December 26, 1967

Bauer and Bauer
Attorneys at Law
612 Portland Building
Portland 4, Oregon

Contract 6840

Attention: Mr. Henry L. Bauer

Gentlemen:

In your letter of December 21, you requested information concerning contracts held by Oosterwyk Nursery with the Oregon State Highway Department.

Oosterwyk Nurseries, Inc., have been awarded contracts as shown on the attached sheet.

On this list, you will note Contracts 6819 and 6828, although completed, have not yet been accepted by the Highway Commission. On these two contracts, we are retaining approximately $16,000 pending acceptance. This retained amount is the amount left after deduction of liquidated damages.

Attached are copies of the performance bonds which have been furnished with these contracts.

Very truly yours,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

FA:fm

BAUER & BAUER
ATTORNEYS AT LAW
612 PORTLAND BUILDING
425 S.W. WASHINGTON STREET
PORTLAND 4, OREGON

HENRY BAUER
HENRY L. BAUER
RON R. FUNDINGSLAND

TELEPHONE
223-6113

December 21, 1967

State Highway Commission
Salem,
Oregon

RE: Oosterwyck Nursery

Gentlemen:

Rich Northwest Nurseries, Inc. delivered a substantial amount of nursery stock to Oosterwyck Nursery to be used upon State Highway projects this past summer. $2,000.00 of this account remains unpaid. My last report from the attorney for Oosterwyck Nursery was that there was substantial moneys remaining to be paid on this contract. Can you advise me if there is in fact money remaining to be paid to Oosterwyck Nursery on account of its work during this past year for the State Highway Commission?

Also, if the Oosterwyck jobs have been accepted and paid, will you please let me know the date of acceptance and send me a copy of the bond or bonds covering their work.

Yours very truly,

Henry L. Bauer

HLB:gz

Oesterwyk Nurseries Inc. 12/22/67

#6730 Completed: 9-1-66
Accepted: 3-1-67
Final p.d. after 3-15-67

#6735 Completed: 9-1-66
Accepted: 1[illegible]-66
Final [illegible]
Final Pd after 5-3-67

#6746 Completed 5-11-66
Accepted 4-4-67
Final [illegible] 9-13-67

#6819 Completed 5-12-67
Not accepted

#6828 Completed 9-29-67
Not accepted

#6840 Completed 12-31-66
Accepted 6-16-67
Final [illegible]
2nd Final [illegible] 9-1-67

RECEIVED
NOV 2 - 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
ENGLEWOOD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

Claim File #341
FILED
OCT 30 1967
CLAY MYERS
SECRETARY OF STATE
I-5-4(39)244
6840

RECEIVED
OCT 30 9 49 AM '67
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 27, 1967

Mr. Gordon H. Price
Attorney at Law
P. O. Box 142
Molalla, Oregon 97038

Dear Mr. Price:

This is in reply to your letter of October 25 and attached claim of your client, Coral Corporation, stating that Oosterwyk Nurseries, Inc., owes them $1,615.80 plus interest for signs and sign supports.

Your claim states that this is in connection with the Oosterwyk Nurseries, Inc., Contract No. 6840 for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of this claim and we will also forward it to the Secretary of State for filing. Final payment has been made on this contract. This project was accepted by the State Highway Commission on June 16, 1967.

Please notify this office when your client's claim has been satisfied.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
OCT 31 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Mrs. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

GORDON H. PRICE
ATTORNEY AT LAW
P. O. BOX 142
MOLALLA, ORE. 97038

PHONE 829-2711

October 25, 1967

State Highway Commission
State of Oregon

SALEM, Oregon

Re.: Santiam Safety Rest Area - Contract #6840;
Cabin Creek Safety Rest Area - Contract #6730

Gentlemen:

I represent Coral Corporation, a material supplier to Oosterwyk Nurseries Inc., contractor in the above projects.

Oosterwyk Nurseries Inc. still owes Coral Corporation $1,615.80 with interest from September 30, 1966 on the Santiam Rest Area contract, and $85.00 with interest from August 26, 1966 on the Cabin Creek Rest Area contract.

If you still hold any money due under the above contracts, we would appreciate it if you would hold them until arrangements have been made to pay Coral Corporation its balance due.

Very truly yours,

Gordon H. Price

cc: Coral Corporation
135 East Hereford Street
Gladstone, Oregon

NOTED
FLOYD QUERY

RECEIVED
OCT 26 1967
OREGON
STATE HIGHWAY COMMISSION

GORDON H. PRICE
ATTORNEY AT LAW
P. O. BOX 142
MOLALLA, ORE. 97038

PHONE 829-2711

October 25, 1967

Oregon State Highway Commission

SALEM, Oregon 97310

Notice hereby is given that the undersigned Coral Corporation has a claim for signs and sign supports furnished in the sum of $1,615.80 with interest at 6% per annum from September 30, 1966, against the bond taken from Oosterwyk Nurseries Inc. principal and Aetna Casualty & Surity Company, surity for the steel sign Structures for Oregon State Highway Department Contract No. 6840, Santiam Safety Rest Area.

CORAL CORPORATION
By

Gordon H. Price - Attorney for
Coral Corporation

RECEIVED
OCT 26 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-129

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

Claim No. 339

FILED
OCT 30 1967
CLAY MYERS
SECRETARY OF STATE

I-5-4(39)2(4)
6840

RECEIVED
OCT 30 5 48 AM '67
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 27, 1967

Mr. Delbert Cox
Route 2, Box 11
Albany, Oregon

Dear Mr. Cox:

This is to acknowledge receipt of your letter of October 23 addressed to Mr. R. D. Asburry, Division Engineer, stating that Oosterwyk Nurseries, Inc., owes you for 80 yards of manure at $.75 a yard.

From the description in your letter, this appears to be in connection with Oosterwyk Nurseries, Inc., Contract No. 6840 for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of your letter and we will also forward it to the Secretary of State for filing. This filing will protect your claim under the bond.

Please advise this office when your claim has been paid.

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

NOTED ON CARD

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: [illegible]
[illegible] B. Clarke
[illegible] Corporation, Inc.
[illegible]
R. D. [illegible]
[illegible] Clay Myers - [illegible] main on the original copy of this letter.

RECEIVED
OCT 31 1967
OREGON
STATE HIGHWAY COMMISSION

624-1069
2-0901

FORM S-30 SOM 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1967

To: Mr. Floyd Query
Secretary
Highway Commission

SUBJECT: Santiam Safety Rest Area
Pacific Highway
Contract No. 6840

Corvallis Section
Corvallis-Newport Highway
Contract No. 6828

This office has been contacted by a Mrs. Delbert Cox, Route 2, Box 11, Albany, Oregon, who stated that the contractor, Mr. Oosterwyk, on both of the subject projects purchased barnyard manure which was incorporated in both projects from her but has never paid for the same. She has presented in letter form billings covering this and would like to place them as claims against both projects in hopes that she can secure payment. She indicates that she has been unable in the recent past to contact Mr. Oosterwyk. Prior to that she could get no satisfaction from him.

I informed Mrs. Cox that we could not pay her the money but we would file these as a claim against the respective projects. Will you please take the necessary steps for this maneuver. Attached are the individual claims for the respective projects.

R. D. Asburry

R. D. Asburry
Division Engineer

RDA:am
cc F. D. Morgan

NOTED
FLOYD QUERY

624-1069

Albany, Oregon
October 23-1967

Mr R. D. Asbury;
Dear Sir;
I am writing you in regard to Pete Oosterwyk who had Contract No. 6840, for the Safety Rest Area at the Santiam Highway Bridge in Marion County.

Mr Oosterwyk came to us and purchased barn yard manure from us at .75¢ a yard. He hauled 80 yards for the project.

We haven't seen or heard of Mr Oosterwyk since, and would like very much to have our pay.

Hoping you can help us in this Matter.

Sincerly

Delbert Coy

Rt 2 Box 11

RECEIVED
DIVISION ENGINEER - Division No. 2
OCT 23 1967
ROUTING
ASBURY WILLER BOYD
CANFIELD

RECEIVED
OCT 25 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 12 1967
FOR FILING

I-5-4(39)241
6840

October 11, 1967

Weatherford, Thompson, Horton
& Jorman
Attorneys at Law
130 N. First Avenue
Albany, Oregon 97321

Gentlemen:

Thank you for your letter of October 6 informing us that the claims of Albany Rock Products and U. S. Aggregates have been settled and paid in full on State Highway Contract Nos. 6248 and 6840.

This appears to be in reference to the following claims:

Contract No. 6248, U. S. Aggregates claim for embankment and topsoil, labor and drivers in the amount of $3,[illegible].

Contract No. 6840, U. S. Aggregates claim for equipment rental and pit run in the amount of $2,936.44. Albany Rock Products claim for crushed rock in the amount of $[illegible].

This information is being noted in our records and we will advise the principal contractor and the surety of the receipt of your letter.

Very truly yours,

Lloyd [illegible], Secretary
State Highway Commission

cc: Aetna Casualty and Surety Company
Robert L. Dimmig
Scottsman Nurseries, Inc. (2)
Commissioners

C.C. 10-11-67

CWM:gc

J. K. WEATHERFORD, (1875-1938)
MARK V. WEATHERFORD, (1910-1965)
J. K. WEATHERFORD
ORVAL H. THOMPSON
HARRISON H. WEATHERFORD
JOHN S. HORTON
JAMES H. JORDAN

WEATHERFORD, THOMPSON, HORTON & JORDAN
ATTORNEYS AT LAW
130 W. FIRST AVENUE
ALBANY, OREGON 97321

POST OFFICE BOX 667
PHONE 926-2255

October 6, 1967

State Highway Department
State of Oregon
Salem, Oregon 97310

Re: Contract No. 6840
Contract No. 6828
Claims filed by M. O. Salmon.

Gentlemen:

This will advise you, as attorneys for Albany Rock Products and M. O. Salmon, that all of the above claims have been settled and paid in full.

Very truly yours,

James H. Jordan.

jc

cc: Aetna Life Ins. Co.
G. Robert Brain, Attorney
for Aetna Life Ins. Co.

NOTED
FLOYD QUERY

RECEIVED
OCT 1 0 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 14 1967
FOR FILING

I-5-4(39)241

6840

September 14, 1967

Ray Peterson Plumbing Company
1344 Hilyard
Eugene, Oregon 97401

Gentlemen:

Thank you for your letter of September 6 informing us that your account has been paid in full with Oosterwyk Nurseries, Inc.

You state this is in connection with the Oosterwyk Nurseries, Inc. Contract No. 6840 for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

Our records indicate that this is in reference to your claim filed in January of this year for material and labor in the amount of $2,799.85.

We will advise the surety and the agent of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Oosterwyk Nurseries, Inc. (2)
Aetna Casualty and Surety Co.
Robert B. Clarke

Commission

NOTED ON CARD
fm 9-14-67

# Roy Peterson

## PLUMBING & HEATING CO.

ROBERT SAVAGE, Owner

"A PLUMBING SHOP AT YOUR DOOR"

345-1241

1344 HILYARD STREET

EUGENE, OREGON 97401

Yours truly,

Jean Cleveland, Sec

Roy Peterson Plumbing Co.

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
SEP - 8 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 1 - 1967

FOR FILING

I-5-4(39) 241

6840

September 1, 1967

The Aetna Casualty & Surety Co.
Bond Department
400 Century Tower
Portland, Oregon 97205

Gentlemen:

A second post-final payment for $600.00 will be mailed to you as previously requested on Contract No. 6840 awarded to Oosterwyk Nurseries, Inc., for improvement to Santiam Safety Rest Area on the Pacific Highway in Marion County as soon as the warrant is prepared.

The total amount paid on this contract will be $341,330.27, including the second post-final payment. Of the total, $400.19 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc Oosterwyk Nurseries, Inc.
c/o Mr. G. Robert Brein
902 Norton Building
Seattle, Washington 98101

Oosterwyk Nurseries, Inc.
c/o Mr. Paul J. Zeman
1413 IBM Building
Seattle, Washington 98101

Mr. Robert B. Clarke
321 Yeon Building
Portland, Oregon 97204

bc C. H. Maison
Attn: John Herr

RECEIVED
AUG 18 1967
FOR FILING

I-5-4(31)241
6840

August 17, 1967

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6840, the Santiam Safety Rest Area improvement project on Interstate 5 in Marion County, has occurred. Oosterwyk Nurseries, Inc., of Kirkland, Washington, is the contractor. This is a Federal Aid Interstate project for which the original project authorization was $337,281.50. This was increased to $360,490.00 by your action dated November 22, 1966, which was while the project was still in progress. The final anticipated cost is $378,732.96, indicating an overrun of $18,242.96 or 5.06 percent.

Major items involved in this overrun were embankment in place, seeding and signing. Some 5,000 cubic yards of embankment above plan quantity was needed to fill to the curb grade controls. Extra seeding was done beyond plan limits to provide a better appearance and utilize available area. Late changes were made in signs to provide breakaway posts and less hazardous locations in accordance with newer safety standards.

This request for an additional authorization will be presented to you at the August 29 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
R. D. Asburry

JAB:ss srb

FORM E-30 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 9, 1967

SUBJECT: Overrun of Project Authorization
Santiam Safety Rest Area
Pacific Highway
Contract 6840

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
B U I L D I N G

Attached is a report on an expected overrun of the project authorization on the subject contract. This project for a safety rest area improvement is under contract to Oosterwyk Nurseries, Inc. of Kirkland, Washington. The original project authorization was $337,281.50. This was increased to $360,490.00 by Commission action dated November 22, 1966. The present anticipated cost is $378,732.96, indicating an overrun of $18,242.96 or 5.06%.

Final quantity computations and work orders under the project fell within the 5% allowable overrun. A late price agreement covering additional compensation for extra clearing and grubbing in the amount of $600 caused the overrun to exceed the 5%. Payment on this $600 price agreement is being withheld until the additional authorization is approved. The items which increased the adjusted project authorization up to the 5% figure were embankment in place, roadside seeding and revision of project signing to conform to the latest safety standards. There also was an overrun of approximately $6,000 in the adjusted engineering authorization which was directly connected with the additional work added to the contract and the overrun in embankment in place.

It is recommended that the project authorization be increased by $18,242.96.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan,
Construction Engineer

By John A. Bond

John A. Bond,
Staff Assistant

JAB-DES:nn
Enc.
cc: L. H. Young

RECEIVED
AUG 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

I-5-4(39)241

C

Form E-378 (Rev. 10-66)

OREGON STATE HIGHWAY DEPARTMENT

# Expected Overrun of Project Authorization

Project SANTIAM SAFETY REST AREA Date August 9, 1967

Highway Pacific Contract No. 6840

County Marion Kind of Work Improvement Contractor Oosterwyk Nurseries, Inc.

| | Original Authorization | Authorized 11-22-66 | Estimated |
|---|---|---|---|
| Contract Amount | $299,605.78 | $326,200.00 | $334,440.20 |
| Anticipated Items | 200.00 | 0.00 | 0.00 |
| Contingency (4½%) | 13,491.26 | 8,290.00 | 12,300.84 |
| Engineering | 23,984.46 | 26,000.00 | 31,991.92 |
| Credits | | | - 11.07 |
| PROJECT COST | $337,281.50 | $360,490.00 | $378,732.96 |

NET INCREASE $ 18,242.96 or 5.06%

## MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

| (Indicate whether contract (C), anticipated (A), or unanticipated (U). (List all unanticipated items) | Expected Amount | Net Change |
|---|---|---|
| Bid Item No. 4 Embankment in Place | $33,638.06 | $ + 7,238.06 |
| " " " 62 Roadside Seeding | 4,140.00 | + 940.00 |
| SFO No. 2 Relocate Signs | 361.16 | + 361.16 |
| " " 3 Breakaway Sign Posts in gore points | 1,706.07 | + 1,706.07 |
| " " 4 Revise Gore Signing | 750.00 | + 750.00 |
| PA No. 7 Furnish & Plant Barberry along revetment | 800.00 | + 800.00 |
| " " 8 Penalty for low compacting on A.C. | 51.20 | - 51.20 |
| " " 9 Change type of luminaires & globes | 0.00 | 0.00 |
| " " 10 Cement adjustment | 70.13 | + 70.13 |
| " " 11 Extra clearing & grubbing | 600.00 | + 600.00 |

APPROVED BY STATE HIGHWAY COMMISSION DATE 8-29-67

Principal reasons for overruns (Continue on reverse side): Additional grading and seeding work to complete facility. Revision of project signing to conform to latest safety standards.

**INSTRUCTIONS: A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.**

Submitted by _____ Resident Engineer

Confirmed by _____ Division Engineer

Noted by _____ Construction or Bridge Engineer

Noted by _____ Assistant Deputy or State Highway Engineer

RECEIVED
AUG 3 1967
FOR FILING

IC 4(-9)241

6840

August 3, 1967

The Aetna Casualty & Surety Company
1201 S. W. 12th
Portland, Oregon

Attention: Mr. W. W. Laughlin

Gentlemen:

In response to your telephone request earlier this week, we have assembled some information concerning contracts held by Oosterwyk Nurseries, Inc.

Attached is a tabulation showing amounts that we have retained on six contracts awarded to Oosterwyk Nurseries.

Also attached are photocopies of claims which have been filed with us against the contracts. The items which have been crossed out in this record of claims indicates that we have been advised that the claims have been paid.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:go

Attachments

OOSTERWYK NURSERIES, INC.

| Contract No. | Amount Retained as of Aug. 1, 1967 |
|---|---|
| 6730 - Cabin Creek Safety Rest Area | None |
| 6735 - Gettings Creek Safety Rest Area | None |
| 6746 - Bridal Veil-Cascade Locks-The Dalles | None |
| 6819 - Cornelius Pass Road-Barnes Road Section | $7,232.93 |
| 6828 - Corvallis Section | $9,097.42 |
| 6840 - Santiam Safety Rest Area | None |

RECEIVED
AUG 3 1967
FOR FILING

I-5-4(39)241

6840

August 2, 1967

Porter & Bach
Attorneys at Law
Eugene Legal Center
858 Pearl Street
Eugene, Oregon 97401

Gentlemen:

This is in reply to your letter of July 22 regarding the claim of Frank C. Niemeyer against Oosterwyk Nurseries, Inc., in the amount of $484.87 for wages, tool rental and lost tools.

Our records indicate this is in reference to the Oosterwyk Nurseries, Inc., Contract No. 6840 for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

Your client's claim was filed in this office on January 5 and was filed with the Secretary of State on January 6, 1967. This claim was assigned File No. 4268 by the Secretary of State.

We are forwarding copies of your inquiry letter to the surety, agent and principal contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Aetna Casualty and Surety Company
Mr. Robert B. Clarke
Oosterwyk Nurseries, Inc.

CWH:wln

CHARLES O. PORTER
DONALD F. BACH

PORTER & BACH
ATTORNEYS AT LAW
EUGENE LEGAL CENTER
858 PEARL STREET
EUGENE, OREGON 97401

AREA CODE
503
342-1218

July 22, 1967

The Oregon State Highway Commission
Salem, Oregon

Attention: Floyd Query, Secretary

Dear Mr. Query:

This is to make inquiry regarding the claim of Frank C. Niemeyer against Oosterwick Nursery, Incorporated in the sum of $484.87 for wages, tool rental and lost tools. This is with reference to contract to 6840 for improvement to the Santiam Safety Rest Area.

Yours very truly,

Donald F. Bach

Donald F. Bach

DFB:mt

NOTED
FLOYD QUERY

RECEIVED
JUL 24 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-123

RECEIVED
JUL 26 1967

COMMISSIONER
GLENN L. JACKSON, CHAIRMAN
MEDFORD

DAVID B. SIMPSON, MEMBER
PORTLAND

Fred L. Hill
Salix

Claim File No. 4313

FILED
JUL 24 1967
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JUL 24 8 37 AM '67
CLAY MYERS
SECRETARY OF STATE

July 21, 1967

Beaver Ceramic Tile
1120 East 23rd
Albany, Oregon 97321

NOTED ON CARD

Gentlemen:

This is to acknowledge receipt of your letter of July 13 stating that Oosterwyk Nurseries, Inc., owes you $337.92 for the installation of ceramic tile in the comfort station near Jefferson.

This appears to be in connection with the Oosterwyk Nurseries, Inc., Contract No. 6840 for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing. This action will protect your claim under the bond.

Please advise us when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JUL 25 1967
OREGON
STATE HIGHWAY COMMISSION

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

MAX SHANNON
752-7330

RUDY DICKERSON
928-3817

# Beaver Ceramic Tile

CONTRACTORS

MARBLE — CERAMIC TILE — SLATE
COMMERCIAL & RESIDENTIAL
ESTIMATES GLADLY

1120 EAST 23rd

ALBANY, OREGON

RECEIVED
JUL 14 1967
LEGAL & RIGHT OF WAY

July 13, 1967

To Mr. Floyd Query
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

This is to advise that we have an outstanding bill on State Job No. 6840 against Oosterwyk Nurseries, Inc. 12,420 Juanita Drive, Kirkland, Washington as follows:

Installation of ceramic tile in comfort station, Santiam River, Jefferson, Ore.

Job completed 9-10-66 $3,379.20

| | |
|---|---|
| Paid 9-8-66 | $1,000.00 |
| Paid 10-27-66 | 277.33 |
| Paid 10-27-66 | 1,763.95 |
| Total Paid | 3,041.28 |
| BALANCE PAST DUE | 337.92 |

RECEIVED
JUL 14 1967
OREGON
STATE HIGHWAY COMMISSION

Yours very truly,

BEAVER CERAMIC TILE CONTRACTOR

Office Mgr.

cc: Aetna Casualty Co.

cc

RECEIVED
JUN 27 1967
HIGHWAY 8-30 DOH 10-65 EP-23401-734



FOR FILING
I-5-4(39)241
6840

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1967

To: Mr. C. H. Maison
Controller
Accounting Division

NOTED
R. PORTER

SUBJECT: Bureau Documentation Request
Sandy Market, Inc., L-4738, R-34595
Poole, L-5200, R-38446
Turnidge, L-4584, R-36684
Chapman, L-4934, R-37578
Portland Meadows, Inc., L-4958, R-33309

[ ] Building

In order to avoid any possible breakdown in communications on Federal Participation in tried cases where the Bureau decides to "second guess" jury verdicts please find attached the Bureau's concurrence in full participation in the above mentioned cases.

FRANK C. McKINNEY
Assistant Counsel

FCMcK:hg
Attachements

cc Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. L. H. Young
Mr. G. E. Rohde
Mr. D. H. Moehring
Mr. Milton Mitchell

STATE COPY

Mr Rohde

NICK

Notify all concerned

477 Cottage Street NE.
Salem, Oregon 97301

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

June 5, 1967

Original signed by
A. W. Parsons

03-35.7

RECEIVED
JUN 8 1967
HIGHWAY

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon Project I-5-4(4)235, Illahee - Albany Section
Parcel 36684, L-4534 - Turnidge
Oregon Project US-SU-271(7), Pacific Highway - East Cascade Highway Section
Parcel 38446, L-5200 - Poole
Oregon Project I-80N-5(3)165, Boardman - Bucks Corner Section
Parcel 37578, L-4934 - Chapman

Recently, additional documentation was requested from the Legal Section to support the condemnation awards in the three above-mentioned cases. We have received Assistant Counsel McKinney's letter of May 29 covering the Poole case, and his memorandum to the file of May 26, 1967 covering the Turnidge case. The documentation submitted is adequate and provides the basis for full Federal participation in the Court awards.

Chief Counsel C. E. Rohde's letter of May 19, 1967 provides the additional documentation requested covering the Chapman case. The data is adequate to insure full Federal participation in the Court award. No additional information is required.

RECEIVED
JUN 22 1967
FOR FILING

I-5-4(3)241

6840

June 20, 1967

The Aetna Casualty & Surety Company
Bond Department
400 Century Tower
Portland, Oregon 97205

Gentlemen:

Contract No. 6840 awarded to Oosterwyk Nurseries, Inc., for improvement to the Santiam Safety Rest Area on the Pacific Highway in Marion County was completed on December 31, 1966, and accepted by the Highway Commission on June 16, 1967.

Final payment in the amount of $15,423.61 will be released to you after June 27, 1967. The total contract amount is $338,630.27 including $400.19 for work performed under force account.

You have been advised previously of claims filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C.W. Read, Assistant Secretary

fkm

cc Oosterwyk Nurseries, Inc.
12420 Juanita Drive, N.E.
Kirkland, Washington 98033

Mr. Robert B. Clarke
321 Yeon Building
Portland, Oregon 97204

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
JUN 22 1967
FOR FILING
I-5-4(37)241
6446

June 20, 1967

The Aetna Casualty and Surety Company
Bond Department
400 Century Tower
Portland, Oregon 97205

Gentlemen:

A post-final payment for $2,300 will be made to you on Contract No. 6640 awarded to Oosterwyk Nurseries, Inc., for improvement to Santiam Safety Rest Area on the Pacific Highway in Marion County as soon as the warrant is prepared.

The total amount paid on this contract will be $340,930.27 including the post-final payment. Of the total $400.19 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C.W. Head, Assistant Secretary

fkm

cc Oosterwyk Nurseries, Inc.
12420 Juanita Drive, N.E.
Kirkland, Washington 98033

Mr. Robert B. Clarke
321 Yeon Building
Portland, Oregon 97204

C.H. Maison
Attn: John Herr

RECEIVED
JUN 20 1967
FOR FILING

I-5-4(39) 241
6X40

June 19, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed December 31, 1966, on Contract No. 6840. The contract was with Oesterwyk Nurseries, Inc. and was for improvement on the Santiam Safety Rest Area on the Pacific Highway in Marion County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective June 16, 1967, and that you concur in this procedure at the Commission meeting on July 24.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
R. D. Asburry

srb jw

RECEIVED
JUN 22 1967
FOR FILING

June 15, 1967

Stringfield Brothers Lumber
and Building Supply Company
1702 West Second Avenue
Eugene, Oregon

Attention: Mel Baker

Dear Mr. Baker:

RE: OUR FILE NO. B 42 SC 74288 RG - OOSTERWYK NURSERIES, INC. -
BOND ON STATE OF OREGON CONTRACT NO. 6840

Thank you for your letter of June 2, 1967, regarding the unpaid account arrising from material furnished on State of Oregon Contract No. 6840. We regret that we find no evidence of your letter of April 20, 1967, nor do we find any indication that a filing was made with the State of Oregon Highway Department regarding your claim.

As this bond was given pursuant to Sections 279.310 to 279.320 inclusive, and 279.510 of the Oregon Revised Statutes and Amendments, reference is made to these Statutes and Amendments in connection with the coverage provided by the bond.

We are currently making an investigation of this matter. Meanwhile, since our present information is limited, you will appreciate that our attention to this should be considered as without prejudice to the position of any party.

Sincerely,

L. Delk

Lawrence D. Delk
Claim Representative

pts

NOTED
FLOYD QUERY

cc: Frank Smith, HO Bond
Mr. F. Query, State of Oregon Highway Department
Portland, Oregon, Bond
Seattle Claim

RECEIVED
JUN 19 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 15 1967

FORM E-30X—50M—7-66

SP°23611.734

FOR FILING

| |
|---|
| I-1(37)241 |
| |
| 6840 |

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 13, 1967

To: Mr. F. D. Morgan
Construction Engineer
D e p a r t m e n t

SUBJECT: Final Material Certification
Santiam Safety Rest Area
Pacific Highway
Contract No. 6840

Attached are the following certifications for materials used on the subject project:

| Company | Certifying Representative | Date of Letter | Materials Certified |
|---|---|---|---|
| American Steel Supply Company | W. F. Nelson | April 21,'67 | barbed wire<br>woven wire<br>fence posts<br>refuse receptacle |
| Consolidated Supply Co. | Karl E. Neupert | April 20,'67 | 4" cast iron soil pipe |
| Fillman & Booth, Inc. | Wayne Morris | April 21,'67 | copper tubing |
| Chase Brass & Copper Co. | F. J. Anderson | Jan. 31, '67 | copper water pipe |
| Salem Concrete Pipe & Products Co. | R. E. McLaughlin | April 22, '67 | concrete pipe |
| Salem Concrete Pipe & Products Co. | Arven A. Malstrom | May 27, '67 | sewer pipe |

This date together with the conditional material certification submitted by this office March 20, 1967, completes the necessary material certification for this project. Attached is a final unconditional material certification from this office. This unconditional materials certification now clears up the conditional December 30, 1966 Division Project Acceptance

NOTED
FLOYD QUERY

Report to show that there are no remaining items relative to this project insofar as this office is concerned.

Attached is a non-conditional final acceptance report from this office. Please arrange processing of this data so that final payment may be made subject to Resolution of Claims still pending in the Highway Commission Secretary's Office.

R. D. Asbury
Division Engineer
By

G. K. Wimer
Assistant Division Engineer

GKW/bdr
Attach.
cc: Mr. Oscar White
cc: Mr. Keats Oliver
cc: Mr. Floyd Query

FORM E-1 REV 10-64

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Santiam Safety Rest Area | | WEEK ENDING: May 27, 1967 |
| | | SECTION PREFIX: 624-1069 |
| HIGHWAY: Pacific | | COUNTY: Marion |
| NAME OF JOB: Santiam Safety Rest Area | KIND OF WORK: improvement | |
| CONTRACTOR: Oosterwyk Nurseries, Inc. | CONTRACT NUMBER: 6840 | FEDERAL AID PROJECT NUMBER: I-5-4(39)241 |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 20, 1966 | COMPLETION DATE: 10/5/66 & 12/31/66 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS: 90 & 200 | CALENDAR DAYS USED: 113 & 200 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 126 & 100 |
| PROJECT AUTHORIZATION: $ 360,490 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ 334,490 | ENGINEERING AUTHORIZATION: $ 26,000 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 344,500 | ENGINEERING COST TO DATE: $ 30,500 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN . . . . . + 3 % | PERCENT OF AUTHORIZATION . . . . . 117 % | DATE PROJECT WAS COMPLETED: 12/31/66 |

semi-final submitted 1/10/67

ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | | | | | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 20,800 cy | 3370 cy | | | 2620 T |
| TOTAL QUANTITIES CORRECTED TO DATE | 32,421 | 3866 | | | 3300 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | same | same | | | same |
| AVERAGE DAILY QUANTITIES | N A | 300 | | | 550 |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | fair | | | |
| TUESDAY | " | | | |
| WEDNESDAY | " | | | |
| THURSDAY | " | | | |
| FRIDAY | cldy | | | |
| SATURDAY | | | | |

Routing
McJan
Packer
Bond
Barbee
Walker
Clen
Swan
Scott

RECEIVED
CONSTRUCTION
DIVISION

BEN GIFFORD

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

**REMARKS**

No work this week by contractor.

semi-final estimate was submitted to Division Office on 1/10/67

P A # 11, for extra clearing, was received from the contractor and was forwarded to Division Office this week.

Material certifications for barbed wire, woven wire, fence posts, refuse receptacles, cast iron pipe, copper tubing, and concrete pipe, were sent to Division Office this week.

The only work remaining ~~on~~ on the project is the moving of fence by State Forces.

PROJECT COMPLETED

FINAL REPORT

George W. Kenick
SIGNED

Res. Engr.
LOCATION Albany

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

BP-FE16

FORM 734-23401 Rev. 10-65
FILMED
JUN 1 - 1967

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 26, 1967

FOR FILE
I-5-4(5)211
6640

To: C.H. Nelson
Controller

Building

SUBJECT: Oregon Project I-5-4(4)235
State v. Dale L. Turnidge
File L-4584 R-36684
Illahe-Albany Section
Pacific Highway

Please find attached hereto a memorandum to the above-mentioned file which, insofar as we are concerned, fully satisfies the Bureau's last letter with respect to transferring the $7,000 judgment involved to a fully participating status.

Would you please see that the proper transfer from nonparticipating to participating is made.

G. E. ROHDE
Chief Counsel

GER:FCK:jw
cc: F.B. Klaboe
J. Robert Patterson
D.W. Moehring
K. Mitchell
L.W. Young

Attachment

NOTED
F.B. KLABOE
RECEIVED
MAY 29 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 50M 10-65 SP°23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 26, 1967

To:

SUBJECT: Oregon Project I-5-4(4)235
State v. Dale L. Turnidge
File L-4584 R-36684
Illahe-Albany Section
Pacific Highway

MEMORANDUM TO FILE:

At the request of the Bureau of Public Roads, pursuant to their letter on Bureau file 08-35.7, I have reviewed the above case to determine whether or not any part of the $7,000 awarded in the judgment contained any noncompensable elements such as damages for circuity of travel.

It appears the case came to trial on March 3, 1966, with testimony ranging from the state's $6,000 to the defendant's $16,000. The court found just compensation to be in the sum of $7,000.

On June 14, 1965, Carl G. Schmidt reviewed the two state appraisals - one by Milner Mead in the sum of $7,000 and one by Robert Friess in the sum of $6,000. Schmidt's review was in the sum of $7,000.

I have fully reviewed these appraisals and find that no damages were allowed for circuity of travel. Inasmuch as the judgment is in the same sum of our review appraisal, and knowing that the case was tried on the basis that no damages were to be allowed for circuity of travel, it is my opinion that the judgment does not contain any award for circuity of travel.

FRANK C. McKINNEY
Assistant Counsel

FCM:cK:ks;jw
cc: F.E. Klaboe
G.E. Rohde
J. Robert Patterson
D.H. Moehring
K. Mitchell
L.K. Young
C.H. Laison
A.V. Parsons, Division Engineer
Attention: C.J. Mathias

MAY 29 1967

FOR FILING

May 26, 1967

The Aetna Casualty & Surety Company
1201 S. W. Twelfth Avenue
Portland, Oregon 97205

Attention: Mr. W. W. Laughlin, Superintendent
Claim Department

Gentlemen:

Yesterday we received from your company six letters concerning the disposition of further payments on our Contract Nos. 6730, 6735, 6746, 6819, 6828, and 6840 awarded to Oosterwyk Nurseries, Inc.

The letters appear to be identical and in the last paragraph the statement is made "that all further payments under this contract should be made only to The Aetna Casualty & Surety Company or with its written consent." These instructions were discussed by phone with Mr. Laughlin and Mr. Fields. I explained to them that we had three checks that we are now holding in compliance with your telephone instructions given to us on May 11. These checks, of course, are made payable to Oosterwyk Nurseries, Inc. The question I asked was if the surety would demand that the checks payable on these contracts be assigned to the surety company, in which case the checks would have to be rewritten on the basis of a formal assignment, or if it would be agreeable to mail the checks payable to Oosterwyk Nurseries, Inc., in care of the surety. Mr. Fields advised me that the checks could be mailed as they are to the Casualty & Surety Division, 1201 S. W. Twelfth Avenue, Portland, Oregon 97205, Attention: Mr. W. W. Laughlin.

It is my understanding ~~that~~ we are now holding in our custody a warrant on Contract No. 6730 for $4,662.81, a

warrant on Contract No. 6819 for $38,572.35, and a warrant on Contract No. 6860 for $15,423.61. We are requesting our Accounting Division to forward these checks to you as you have requested.

Unless you instruct us otherwise, additional checks on these contracts will be forwarded to you in the same manner.

Very truly yours,

Floyd Oxley, Secretary
OREGON STATE HIGHWAY COMMISSION

FO:vln

cc Oosterwyk Nurseries, Inc.

Mr. Fields
The Aetna Casualty & Surety Company

bc Mr. Frank McKinney

Mr. C. H. Maison

Oosterwyk Nurseries Inc
Status of Contracts as of 5-25-67

| Contract | Completed | Accepted | Final Payment Mailed | Amount 5-25-67 retained |
|---|---|---|---|---|
| 6730 | 9-1-66 | 3-6-67 | | 4662.81 ✓ |
| 6735 | 9-1-66 | 12-8-66 | 5-3-67 | |
| 6746 | 5-11-66 | 4-4-67 | 4-14-67 | |
| 6819 | 5-12-67 | No | | 38,572.35 |
| 6828 | No | No | | |
| 6840 | 12-31-66 | No | | 15,423.61 |

Surety on 5-11 asked us to hold all payments. On 5-25 rec. letter from surety requesting all payments be made to them or with their written Consent.

files

Aetna LIFE & CASUALTY
Casualty & Surety Division
1201 S.W. Twelfth Avenue
Portland, Oregon 97205
222-9111

NOTED
F. C. McKINNEY

T-5-4(39) 241

May 22, 1967

6840

RECEIVED
MAY 25 1967
LEGAL & RIGHT OF WAY

REGISTERED MAIL
State of Oregon
State Highway Department
Salem, Oregon 97310

Attn: Mr. Floyd Query, Secretary
Oregon State Highway Commission

Dear Mr. Query:

RE: OUR FILE: B 42 SC 74288 RG - STATE CONTRACT NUMBER: 6840 - STATE OF OREGON - OOSTERWYK NURSERIES INC.

This refers to the contract entered into between the State of Oregon and Oosterwyk Nurseries Inc., for the construction of the Santiam Safety Rest Area on the Pacific Highway in Marion County and to the Bond 81 S 4439 BC, effective June 10, 1966 in the penal sum of $229,605.78, executed by The AEtna Casualty and Surety Company on behalf of Oosterwyk Nurseries Inc., conditioned for the faithful performance of that contract and for the payment of labor and material bills in connection therewith.

$229,605.78 ↔

As a condition to our execution of this bond, Oosterwyk Nurseries Inc., executed in favor of The AEtna Casualty and Surety Company an Application for Contract Bond and Agreement of Indemnity, a photostatic copy of which is attached. We direct your attention to Paragraphs Three, Four and Five on page 3 of this Application and Agreement.

By reason of the failure of Oosterwyk Nurseries Inc., to pay labor and material bills incurred in connection with the performance of this contract, the assignment of contract funds to The AEtna Casualty and Surety Company as specified in the enclosed Bond Application is in full force and effect. In addition, we claim the unpaid contract funds by reason of our equitable rights, as surety.

NOTED
FLOYD QUERY

RECEIVED
MAY 25 1967
OREGON
STATE HIGHWAY COMMISSION

Therefore, you are hereby notified that all further payments under this contract should be made only to The AEtna Casualty and Surety Company or with its written consent.

Very truly yours,

W. W. Laughlin

W. W. Laughlin, Superintendent
Claims Department

pts

S

# *The Ætna Casualty and Surety Company*

*Hartford, Connecticut*

Branch Office or General Agency: Seattle, Washington

## APPLICATION FOR CONTRACT BOND AND AGREEMENT OF INDEMNITY

Bond Number: 81 S 1439

**NOTE!** { Copy of contract, specifications and drawings, and applicants financial statement must accompany this application and all questions answered fully.
The Company reserves the right to decline this application and to withhold reason for declination, as all information relative thereto is regarded as confidential.

1. Full name of applicant Oosterwyk Nurseries Inc. (Give full name. If corporation, give exact corporate title.) Age
2. Business address 12420 Juanita Drive N. E., Kirkland, Washington (Street, City and State)
3. Kind and amounts of bonds required: Proposal Bond $ Faithful Performance Bond $ 229,605.78
   Labor and Material Bond $ Advance Payment Bond $ Maintenance Bond $
4. If bond applied for is Proposal Bond what is approximate amount of contract $ Date of Bid Opening 19
5. The amount of contract is $ 229,605.78 Date of Award May 23, 1966 Date of Contract June 10, 1966
6. To whom is bond given State of Oregon, State Highway Department (Give full name. If a corporation, give exact corporate title.)
   Business address Salem, Oregon 97310
7. Nature of contract Improvement to Santiam Safety Rest Area, Pacific Highway, Marion (Give concise description and location.)
   County, Oregon
8. Name and address of Engineer or Architect in charge of work
9. Date work is to start Completed by Penalty for non-completion
10. Are any payments made in bonds, mortgages, stocks, certificates, warrants, assessments, etc.?
11. Percentage retained from payments until completion
12. How long must work be kept in repair, or guaranteed, after completion?
    Is this repair or maintenance guarantee limited to defects in workmanship and materials?
    If not, describe guarantee fully
13. Applicant's estimate of cost (excluding profit) $ Estimate of Engineer or Architect $

| NAMES AND LOCATIONS OF BIDDERS | AMOUNT OF BASE BID |
|---|---|
| | $ |
| APPLICANT | |
| | |
| | |
| | |
| | |
| | |
| | |

(S-891-L)

PLEASE "ACCEPT" AND RETURN TO THE AETNA

14. Will applicant sub-let any parts of the wo[illegible] ..... Will sub-contractors be required [illegible]urnish Corporate Surety Bond? .....

Give full particulars.

| AMOUNT | CHARACTER OF WORK | NAME OF SUB-CONTRACTOR | ADDRESS | NAME OF SURETY |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

15. Name 3 largest contracts that you have completed similar to the one here considered, giving in each case.

| CONTRACT PRICE | KIND OF CONSTRUCTION | NAME AND ADDRESS OF OWNER | NAME AND ADDRESS OF ENG. OR ARCH. |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

16. Give information below about all contracts you now have under way, including any other outstanding bids.

| CONTRACT PRICE | PERCENTAGE COMPLETED | KIND OF CONSTRUCTION | [illegible]TY | LOCATION OF WORK | NAME AND ADDRESS OF ENG. OR ARCH. |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

17. Will any new or additional plant be purchased? ..... Give estimated cost, $..... Use separate sheet if necessary.

18. In what other business, if any, are you interested? .....

19. Has application for this bond been made to another company? ..... If so, what company? .....

20. Have you ever failed in business? ..... Are you having any controversy with anyone over any contract, or payment for labor or material bills on any contract? ..... Are there any mechanic's liens filed on any of your work anywhere? ..... Are there any judgments against you? ..... Total amount? $.....

21. On the work for which this bond is written, will you carry the following insurance? Employers Liability ..... Compensation Insurance ..... Public Liability ..... Contingent Liability ..... Auto ..... Fire .....

Other forms .....

22. What Life Insurance do you carry? ..... (Amount, name of company)

23. To whom payable? .....

24. **If a co-partnership, answer these questions:** Date formed .....

Names of all individuals composing same.

| NAME | ADDRESS | AGE |
|---|---|---|
| | | |
| | | |
| | | |

IMPORTANT—Separate financial statement must be completed and signed by each member, showing his individual assets and liabilities, exclusive of his interest in the firm's business.

25. Has any member of the firm ever failed in business? .....

26. **If a corporation, answer these questions:**
In what State incorporated? ..... When incorporated? ..... Principal office .....

27. References: Give only Engineers or Architects, or Owners, for whom you have done work.

| NAME | ADDRESS |
|---|---|
| | |
| | |

The undersigned hereby affirm, that the foregoing declarations made and answers given, are the truth, without reservation, and are made for the purpose of inducing THE ÆTNA CASUALTY AND SURETY COMPANY, of Hartford, Conn., to become or to procure surety and co-surety, if necessary, on whatever bonds may be required in connection with the project hereinbefore mentioned, all of which bonds are hereby applied for and all of which will be referred to in the singular as "bond", and they hereby appoint said THE ÆTNA CASUALTY AND SURETY COMPANY agent for the procurement of such surety and co-surety.

The undersigned, hereinafter called the indemnitor(s), in consideration of said THE ÆTNA CASUALTY AND SURETY COMPANY, or any Company or Companies which it may procure in substitution or as co-surety jointly with it (all hereinafter called the Company), executing or consenting to execute such bond or bonds as are herein applied for, it being understood that this application shall be deemed to cover all bonds or other obligations finally executed by the Company in connection with the contract hereinabove described, hereby covenant and agree with the Company, its successors and assigns, as follows:

**First:** The Indemnitor(s) will pay the Company in advance the premiums at the rates fixed on the rates of the Company in force as of the effective date of this bond and will thereafter pay any renewal premiums when and as required, until the Surety shall, in the manner provided by law, be discharged and released from any and all liability and responsibility upon said bond, and all matters arising therefrom and competent written legal evidence of such discharge or release satisfactory to the Company is served thereon at its Home Office in the City of Hartford, Connecticut.

Should the amount of the contract herein stipulated, and upon which premiums are based, be increased or decreased, it is understood and agreed that the premium will be adjusted accordingly, calculated at the rate upon which the premium hereinabove stipulated is calculated.

**Maintenance or Guarantee.**

If any maintenance or guarantee of the work, after completion, is provided for in the contract, for a term exceeding one year, for which either the contract bond or any separate bond which may be executed is liable, the indemnitor(s) agree to pay the Company in advance for the entire term of said maintenance guarantee a premium, calculated at the rate of $..... per $1,000, computed on the entire amount of the contract price. The contract premium, if there be no maintenance or guarantee, will be paid, as above, until the Company shall be discharged or released from any and all liability and responsibility upon said bond, and all matters arising therefrom, and competent written legal evidence of such discharge or release, satisfactory to the Company, is served thereon at its Home Office in the City of Hartford, Conn. Where the contract bond covers any maintenance or guarantee of the work, the contract premium will be paid, as above, only until the indemnitor(s) furnish the Company with like evidence of the completion of the contract, which will be the commencement date of maintenance and maintenance premium.

**Second:** The indemnitor(s) will at all times indemnify and keep indemnified the Company, and hold and save it harmless from and against any and all damages, loss, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney fees, whether incurred under retainer or salary or otherwise, which it shall or may at any time sustain or incur by reason or in consequence of its suretyship or procurement of suretyship in connection with all bonds or similar obligations referred to hereinbefore, or which it may sustain or incur in connection with any litigation, investigation, collection of premiums, or other matter connected with such suretyship, including any suit instituted to enforce the obligations of this agreement of indemnity; and the indemnitor(s) will pay over to the Company, its successors and assigns, all sums of money which it or its representative shall pay or cause to be paid, or become liable to pay on account of such suretyship, and on account of any damages, costs, charges, and expenses of whatsoever kind or nature in connection therewith, as aforesaid, such payment to be made to the Company as soon as it shall have become liable therefor, whether it shall have paid out such sum or any part thereof or not, and said Company is hereby authorized to prove such expenses, costs and attorney fees, in any action or proceeding and to include the same in any judgment.

The indemnitor(s) further agree that in the event of their failure to pay any premium charge when due, said premium shall forthwith be payable out of any fund then due or thereafter to become due from the obligee on account of the above mentioned contract covered by the bond, and upon the delivery to the obligee of a copy of this agreement with a notice of the non-payment of said premium, the obligee is authorized and directed to apply the fund as it accrues or so much thereof as may be necessary in payment of said premium and interest, costs, charges, expenses and attorney's fees pursuant to this agreement.

**Third:** That for the better protection of the said company, and as of the date hereof, the undersigned indemnitor(s) who are named as principal(s) in said bond do hereby assign, transfer and convey to the said Company all rights, title and interest in and to all the tools, plant, equipment and materials of every nature and description that the said principal(s) may now or hereafter have upon said work, or in or about the site thereof, or used in connection with the work and located elsewhere, including as well materials purchased for or chargeable to said contract, which might be in process of construction or storage elsewhere, or in transportation to said site, hereby assigning and conveying also all rights in and to all sub-contracts, which have been, or may hereafter be entered into, and the materials embraced therein, and the said principal(s) authorize and empower said company, its authorized agents or attorneys, to enter upon and take possession of such tools, plant, equipment, materials and sub-contracts, and enforce, use and enjoy such possession, upon the following conditions, viz.: This assignment shall be in full force and effect as of the date hereof: (1) Should the said principal(s) fail to pay any premium charge when due, or should they fail or be unable to complete, in accordance with its terms, any contract covered by a bond of this Company, or in the event the said principal(s) abandon the work under, or fail to comply with the terms or conditions of, any such contract. (2) If the said principal, being an individual, dies, absconds, is a fugitive from justice or is convicted of a felony. (3) If the principal(s) fail to pay bills incurred on the work, when they become due and payable, whether the company may be liable for such bills or not. (4) If any proceedings are brought against the principal(s) alleging that they are insolvent, or if any receiver or trustee for the benefit of creditors is appointed, whether such principal(s) are insolvent or not. (5) If any proceedings are brought which deprive the principal(s) of the use of any part of the equipment used in connection with the work under their contract so as to hinder, delay or impede the normal and satisfactory progress of the work.

**Fourth:** That the said company, as surety on said bond, as of this date, shall be subrogated to all rights, privileges and properties of the principal(s) in said contract, and said principal(s) do hereby assign, transfer and convey to said company all the deferred payments and retained percentages arising out of this contract, and any and all monies and properties that may be due and payable to said principal(s) at the time of the happening of any of the occurrences mentioned in clauses one, two, three, four and five of the next preceding paragraph, or that may thereafter become due and payable to said principal(s) on account of this contract or on account of extra work or materials supplied in connection therewith, hereby agreeing that all such monies and the proceeds of such payments and properties shall be the sole property of the said company, and to be by it credited upon any loss, damage, charge and expense sustained or incurred by it as above set forth under any bond of suretyship it has executed for the undersigned principal(s).

**Fifth:** Any security taken by the company, in connection with said bond, including the assignment of monies coming due from the contract, and the assignment of equipment and materials used on or in connection with such contract, may be held by the company, as a protection against any bond heretofore or hereafter executed by the company on behalf of the undersigned principal(s), and the company may sell or realize upon the said collateral at its discretion, at public or private sale, and with or without notice to the indemnitor(s) of the time or place of such sale, for the purpose of protecting itself against any claim, demand or loss under the said bond, or any other bond so outstanding, and, after indemnifying itself fully for any loss incurred on any bond issued at the request of the said principal(s), any balance, after such reimbursement, shall be paid to said principal(s), after all liability of the company has ceased to exist under said bond or bonds.

**Sixth:** That upon the making of any demand, or the giving of any notice, or the institution of any action or proceeding upon any claim, or preliminary to determining or fixing any liability which the surety may be called upon to discharge, by reason of such suretyship, the indemnitor(s) will immediately notify the surety thereof, in writing, at its Home Office in the City of Hartford, Conn.

**Seventh:** That it shall not be necessary for the company to give the indemnitor(s) notice of any act, fact or information, coming to the notice or knowledge of the company, concerning or affecting its rights or liability under said suretyship, or the rights or liability of the indemnitor(s) hereunder, notice of all such being hereby expressly waived.

**Eighth:** The indemnitor(s) agree to accept vouchers or affidavits of any loss paid by the Company under the bond herein applied for together with vouchers or affidavits of payment of all costs whatever, incurred by the Company in adjusting such loss, or in completing said contract, as conclusive evidence against the indemnitor(s) of the fact and extent of the indemnitor's liability, under said application, to the Company.

**Ninth:** That the company shall have the exclusive right for itself, and for the indemnitor(s), to decide and determine whether any claim, demand, liability, suit, action, order, judgment or adjudication, made or brought against the company and/or principal on said bond, jointly or severally, shall or shall not be defended, tried or appealed, and its decision shall be final, conclusive and binding upon the indemnitor(s), and any order, judgment or adjudication made, entered or affirmed as a result thereof, or any loss, cost, charge, expense or liability thereby incurred, sustained or paid, shall be borne by the indemnitor(s) and the indemnitor(s) especially consent thereto.

**Tenth:** That in event any claim is filed with the company on the bond herein applied for, or if any suit is brought against the company on said bond or in connection therewith, the indemnitor(s) hereby covenant and agree to immediately on demand deposit with the company in current funds an amount sufficient to indemnify it up to the full amount claimed or sued for.

**Eleventh:** That no act or omission of the company in modifying, amending, limiting or extending any instrument executed by the company and no assent or refusal to assent by the company to any modifications, amendments, limitations or extensions of the original contract or any supplemental or other agreements whatever, shall in any wise affect the liability of the indemnitor(s) hereunder, nor shall the indemnitor(s) be released from this obligation by reason thereof; and it is further agreed that the company may alter, change, modify, amend, limit or extend any instrument and may execute renewals thereof, or other and new obligations in its place or in lieu thereof, or may assent to such alterations, changes, modifications, amendments, limitations or extensions of any instrument without notice to the indemnitor(s), notice being expressly waived, and in such case the indemnitor(s) shall be liable to the company as fully and to the same extent on account of any such changed, modified, limited or extended instrument or such renewals thereof, or other or new obligations in its place or in lieu thereof, as fully as if such instrument were described at length herein.

**Twelfth:** That these covenants shall be binding not only upon the indemnitor(s), jointly and severally, but as well upon their respective heirs, executors, administrators, successors and assigns, and the indemnitor(s) hereby affirm that their liability under this instrument is not dependent upon the procurement of any other signatures to same.

**Thirteenth:** The words indemnitor(s), applicant(s), and principal(s), or personal pronouns used to refer to said words, shall apply regardless of number or gender.

**Fourteenth:** If application is for proposal or bid bond and if the applicant is awarded the contract the applicant shall not be obligated to secure his "contract" bond from the Company nor shall the Company be obligated to sign such bond.

**WITNESS** the following signature(s) and seal(s) this 10th day of June 1966, homestead and all other exemptions being hereby expressly waived.

Witness ..... ..... Applicant (Seal)
Individual

..... Applicant (Seal)
Partnership

Witness ..... By: .....

Oosterwyk Nurseries Inc. Applicant (Seal)
Corporation

Attest: ..... Secretary By: ..... President

**NOTE:** The signature of the applicant(s) who are principal(s) in said bond, and each indemnitor who is not an applicant, must be witnessed. Where a co-partnership signs as indemnitor and not as applicant, firm name must be signed and also the signature of each member of the firm.

**In consideration of The Ætna Casualty and Surety Company executing the bond hereinabove applied for, we jointly and severally join in the foregoing indemnity agreement.**

**If indemnitors are individuals sign here:**

**INDEMNITORS:**

Witnesses:

..... Witness as to ..... (Seal)

..... Witness as to ..... (Seal)

..... Witness as to ..... (Seal)

**If indemnitor a partnership or corporation sign here:**

..... (Seal)
Partnership or Corporation

Witness ..... By: ..... (Seal)

Witness ..... ..... (Seal)

Witness ..... ..... (Seal)

Witness ..... ..... (Seal)

RECEIVED
MAY 12 1967
FOR FILING

I-5-4(39) 241

6840

Contract 6840

Salem, Oregon
May 12, 1967

Memo to File

Oosterwyk Nurseries, Inc.

On May 11 Mr. P. L. Traglio representing Aetna Casualty and Surety Company, who furnished performance bonds with all of Oosterwyk's contractors, requested that any and all funds that we have still payable on Oosterwyk's contracts be held pending further advice from the surety.

He stated that the home office may ask for assignments on any further payments.

Floyd Query, Secretary

FQ:fkm

cc C.E. Maisen
S.E. Rohde

- Please hold any further payments until we hear more from the surety.

NOTED ON CARD

FORM E-123X BOM 7-65

RECEIVED
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
I-5-4(39) 241
6840

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
R. L. PORTER

May 1, 1967

Santiam

Mr. M. A. MacIntyre
Assistant Manager
Canadian Imperial Bank
of Commerce
Post Office Box 100
Seattle 11, Washington

Dear Mr. MacIntyre:

As requested in the telephone conversation with Mr. R. L. Porter, we are enclosing the completed questionnaire mailed to us on April 25, 1967.

If you have any further questions regarding Oosterwyk Nurseries, please advise us.

Very truly yours,

C. H. Maison
Controller

CHM:bg
Enclosure

cc: R. L. Porter

RECEIVED
MAY 1 1967
OFFICE OF
STATE HIGHWAY ENGINEER

REPLY TO
THE MANAGER

# CANADIAN IMPERIAL BANK OF COMMERCE

P.O. BOX 100
SEATTLE 11, WASHINGTON

CABLE ADDRESS:
"CANBANK"

April 25, 1967

Mr. R. L. Porter
Deputy State Highway Engineer
Department of Highways
State of Oregon
Salem, Oregon 97310

Dear Mr. Porter:

Referring to our telephone conversation today, we would appreciate your advising the amounts earned by and owing to Oosterwyk Nurseries Inc relative to the following contracts as at the dates indicated:

| | | February 28, 1967 | | March 31, 1967 | |
|---|---|---|---|---|---|
| | | Current | Retainage | Current | Retainage |
| (1) | Cabin Creek | $145,786.93 | $ 4,373.61 | $146,076.13 | $ 4,373.61 |
| (2) | Gettings Creek | 83,053.83 | 3,959.69 | 84,740.97 | 3,959.69 |
| (3) | Santian | 338,186.95 | 14,980.29 | 340,930.27 | 14,980.29 |
| (2) | Corvallis | 77,094.67 | 7,845.29 | 77,094.67 | 7,845.29 |
| (4) | The Dalles | 13,740.35 | 830.50 | 13,910.11 | 830.50 |
| (2) | Cornelius Pass | 1,620.10 | 398.90 | 1,620.10 | 398.90 |

Do your files give any indication as to when disbursement of these amounts will be made?

Your assistance in this connection is sincerely appreciated.

Yours very truly,

M. A. MacIntyre
Assistant Manager

(1) Final voucher sent to contractor for signature, will pay as soon as returned.

(2) Projects have not been accepted.

(3) Will be released after Commission acceptance.

(4) Released April 4.

RECEIVED
APR 26 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 28 1967

I-5-4(39)241
6840

April 27, 1967

Bailey, Hoffman, Spencer & Morris
Law Offices
877 Willamette Street
Eugene, Oregon 97401

Attention: Mr. Douglas R. Spencer

Gentlemen:

As requested in your recent letter and attached affidavit, we are enclosing a certified copy of Contract No. 6840 with Oosterwyk Nurseries, Inc., for improvement of the Santiam Safety Rest Area.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn

Enclosure

EDWARD F. BAILEY
LEWIS HOFFMAN
DOUGLAS R. SPENCER
A. J. MORRIS
WILLIAM F. SCHULTE

LAW OFFICES
BAILEY, HOFFMAN, SPENCER & MORRIS
877 WILLAMETTE STREET
EUGENE, OREGON 97401

TELEPHONE
345-4371

State of Oregon
State Highway Department
Salem, Oregon

ATTENTION: Floyd Query

Re: Santiam Safety Rest Area, Pacific Highway,
Marion County, Contract #6840

Gentlemen:

Pursuant to ORS 279.512, we hereby make application on behalf of our client Roy Peterson Plumbing and Heating Company for certified copies of the contract of the general contractor and its bond in the above referenced project.

Thank you for your courtesy.

Very truly yours,

Douglas R. Spencer
For the Firm

DRS:cl

cc--Roy Peterson Plumbing & Heating Co.
1344 Hilyard, Eugene, Oregon

Oosterwyk Nurseries, Inc.
12420 Juanita Dr. N. E.,
Kirkland, Washington 98033

Aetna Life & Casualty Co.
1201 S. W. 12th Ave.
Portland, Oregon 97205

NOTED
FLOYD QUERY

Plan - Wanda
please do ~~prepare~~
letter of transmittal 76

RECEIVED
APR 27 1967
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON )
) ss.
County of Lane. )

AFFIDAVIT

I, ROBERT E. SAVAGE, being first duly sworn on oath, depose and say:

I am engaged in the plumbing business under the name of ROY PETERSON PLUMBING AND HEATING COMPANY, 1344 Hilyard Street, Eugene, Oregon.

I was awarded and have performed a plumbing subcontract in connection with Santiam Safety Rest Area, Pacific Highway, Marion County, Contract No. 6840. There is an unpaid balance of $2,799.85 to me for the performance of said contract from OOSTERWYK NURSERIES, INC. or AETNA LIFE & CASUALTY COMPANY, its bondsman.

I make this Affidavit in connection with my request under ORS 279.512, directed to the State of Oregon Highway Department, that I be provided with a certified copy of the contract of OOSTERWYK NURSERIES, INC. and of the bond filed by OOSTERWYK NURSERIES, INC. in connection with said contract.

Robert E. Savage

Subscribed and sworn to before me this 25th day of April, 1967.

Louise B. Spencer
Notary Public for Oregon
My commission expires: 12-19-69

1-Affidavit.

RECEIVED
APR 27 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 6 4 1967
FOR FILING

I-5-4 (39) 241

6840

3H-2

April 26, 1967

Oosterwyk Nurseries, Inc.
12420 Juanita Drive N. E.
Kirkland, Washington 98033

Gentlemen:

The State Highway Commission at its meeting on April 25, 1967, considered your request for an extension of time on Contract No. 6840 in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

After considering the recommendation of the Engineer and other available information, the Commission increased the specified number of calendar days from 90 to 113 days on the first phase of the project.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc R. D. Asburry
George Wirrick
L. H. Young
F. D. Morgan
C. H. Maison
Federal Hwy. Administration

RECEIVED
MAR 29 1967
FOR FILING

I-5-4(39) 241

6840

March 28, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 2
April 25, 1967 meeting

Gentlemen:

Oosterwyk Nurseries, Inc., contractor on the Santiam Safety Rest Area on the Pacific Highway in Marion County, Contract No. 6840, has requested an increase in the number of calendar days allowed from 90 to 120 on the first phase. The contractor's request is based on plan changes, additional work added to the contract by price agreements and extra work orders and overruns in the regular contract bid items. He also cites alleged material shortages due to the war effort.

The following items involved extra work and are valid reasons for extending time in the amounts recommended below:

1. Northbound building foundation changes to raise above flood level - 2 days

2. Surface and pave the connecting service road - 1 day

3. Additional fencing on two sides of the northbound area - 2 days

4. Delay on dike revetment because of right-of-way dispute with adjacent property owners - 2 days

5. Construct curbed tree pits to save existing trees - 2 days

6. Delay for light pole base design change to fit soil conditions - 3 days

7. Additional clearing beyond original limits - 1 day

8. Additional borrow material added to top of revetment - 1 day

In addition to the above extra items, the regular contract work overran 11.31 percent due primarily to increased quantities of embankment and topsoil that were needed. An extension of 10 calendar days for these overruns is justified. Delays from other factors were very minor or cannot be substantiated.

All the reasons listed above justify an extension in the total amount of 24 calendar days. Work on the first phase of this project was completed October 5, 1966, at which time 23 penalty days had accrued. I recommend that the number of calendar days allowed on the first phase be increased from 90 to 113, which will eliminate all liquidated damages. The entire project was completed December 31, 1966, within the overall project completion requirement.

This is a Federal-aid interstate project and we have Bureau of Public Roads' approval. This matter will be on the agenda for your consideration at the April 25 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

JAB:sg srb

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6840 Contractor Oosterwyk Factories, Inc.

Highway Pacific

Section Santiam Safety Rest Area

Kind of Work Miscellaneous facilities

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED ~~XXXXXXXX~~ GRANTED. The reasons for such recommendation are as follows:

Change in building foundations, a service road, additional fencing, delay in construction of a protective dike, construction of tribe pile, delay while a design change for light pole bases was made, additional clearing, additional borrow material and overruns in embankment and topsoil justify an increase of 23 calendar days for the first phase work.

Recommended for Approval:

R. D. Asbury
Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

| | |
|---|---|
| Contract No. | 6840 |
| Project designation | I-5-4(37)241 State-Federal |
| Date awarded | 3-23-66 |
| Work started | 6-20-66 |
| Per cent completed | First Phase 100% 10-3-66<br>100% 12-21-66 |
| No. of Workdays Allowed | calendar days First Phase 90<br>200 |
| No. of Workdays Used | calendar days First Phase 113<br>200 |
| No. of Added Workdays Requested | calendar days First phase 23 |

E—330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

RECEIVED
OCT 19 1966
GEORGE W. WIRRICK
RES. ENGR.

Oregon State Highway Commission
Salem, Oregon

Date October 18, 19 66

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 90 days to 120 days, within which to complete our Contract No. 6840, without the assessment of liquidated damages. The said contract is described as follows: Santiam Safety Rest Area Improvement

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Plan changes on: Buildings, treepits, service road, waterlines, drainlines(metal), location of catch basin, fence, extra clea ring outside the limits of development, grade change on road, performance of extra work, extra concrete(footings), embankment, topsoil, irrigation pipe, crushed rock, asphalt, fencing, grading, catchbasin, drainpipe, lightpole bases and service road. See letters dated July 20, Aug. 10, Sept. 18 and Oct. 17, 1966.

Respectfully submitted,

Oosterwyk Nurseries Inc.
Contractor

By Pete Oosterwyk (President)

## CONSENT OF SURETY

Date October 19, 1966

We, The Ætna Casualty and Surety Company

, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Paul J. Huntzinger
Attorney-in-fact

Robert B. Clarke
Resident Agent

Robert B. Clarke

(SEAL)

RECEIVED
DEC 15 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6840 Contractor Oosterwyk Nurseries, Inc.

Highway Pacific

Section Santiam Safety Rest Area

Kind of Work Miscellaneous facilities

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

Change in building foundations, a service road, additional fencing, delay in construction of a protective dike, construction of tree pits, delay while a design change for light pole bases was made, additional clearing, additional borrow material and overruns in embankment and topsoil justify an increase of 23 calendar days for the first phase work.

Recommended for Approval:

R. D. Asburry
Division Engineer

John A. Bond
for Construction Engineer or Bridge Engineer

J. B. Kleboe
State Highway Engineer

| | |
|---|---|
| Contract No. | 6840 |
| Project designation | I-5-4(39)241 (State-Federal) |
| Date awarded | 5-23-66 |
| Work started | 6-20-66 |
| Per cent completed | First Phase 100% 10-5-66<br>100% 12-31-66 (Date) |
| No. of ~~Workdays~~ calendar days Allowed | First Phase 90<br>200 |
| No. of ~~Workdays~~ calendar days Used | First Phase 113<br>200 |
| No. of Added ~~Workdays~~ Requested | First phase 23 |

4 cap. culverts

B—830 (Rev.)—8M—10-61

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

RECEIVED
OCT 19 1966
GEORGE W. WIRRICK
RES. ENGR.

Oregon State Highway Commission
Salem, Oregon

Date October 18, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 90 days to 120 days, within which to complete our Contract No. 6840, without the assessment of liquidated damages. The said contract is described as follows: Santiam Safety Rest Area Improvement

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Plan changes on: Buildings, treepits, service road, waterlines, drainlines(metal), location of catch basin, fence, extra clea ring outside the limits of development, grade change on road, performance of extra work, extra concrete(footings), embankment, topsoil, irrigation pipe, crushed rock, asphalt, fencing, grading, catchbasin, drainpipe, lightpole bases and service road. See letters dated July 20, Aug. 10, Sept. 18 and Oct. 17, 1966.

Respectfully submitted,

Oosterwyk Nurseries Inc.
Contractor

By Pete Oosterwyk

Pete Oosterwyk (President)

---

## CONSENT OF SURETY

Date October 19, 1966

We, The Etna Casualty and Surety Company

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Paul J. Huntzinger
Attorney-in-fact
Paul J. Huntzinger (SEAL)

Robert B. Clarke
Resident Agent
Robert B. Clarke

RECEIVED
DEC 15 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

GROWERS OF THE FINEST NATIVE EVERGREENS, RHODODENDRONS, AZALEAS AND SHADE TREES

DEC 15 [illegible]
OFFICE OF
DIVISION ENGINEER
DIVISION 2

# OOSTERWYK NURSERIES INC.

Growing Grounds on Route 1, Carnation, Wn.
Home Office: 12420 Juanita Drive N. E. Kirkland, Wn. 98033
Phone: VAndyke 2-7068

RECEIVED
OCT 18 1966
GEORGE W. WIMER
U.S. ENGR.

October 17, 1966

Oregon State Highway Department
Field Office
3400 Spicer Road
Albany, Oregon

Re: Santiam Safety Rest Area
Contract No. 6840

Attention: Mr. C.W. Wirrick, Resident Engineer

Gentlemen:

In reply to a letter received October 7, 1966, from Mr. Wimer, Assistant Division Engineer, I have the following comments to make.

I must disagree with the statement that no provisions are made for my request to extend the construction portion of Contract No. 6840 by 30 days, to be deducted from the landscape portion. Article 8-8, "Adjustment of Contract Time", page D, and I quote, "Causes beyond the control of the contractor, which may affect the time necessary for completion of work under contract, include, but are not necessarily limited to..." unquote, leaves the door open for any other good reason.

A contract of $300,000.00, with an over-run of approximately $30,000.00, divided into 90 calendar days for construction and over-run, and then allowing 110 calendar days for landscaping is a bit unrealistic. The dollar value for construction is $323,000.00, in 90 calendar days, and the landscape portion, $7,000.00, in 110 calendar days.

Therefore, in my opinion, the phrase, "not necessarily limited to," gives the opportunity to approve my request to adjust the calendar days, providing that the work is completed within the 200 calendar days alloted. However, we will request Extention of Time on the 90 days portion of the contract, as suggested by Mr. Wimer.

My letters of July 20, August 10, and September 18, 1966, are self explanatory, and should be reason enoughtto grant Extention of Time. In addition, I would like to point out that the peace efforts in Vietnam have created an economic boom with a labor shortage, therefore preferance, priority, or allocation orders duly issued by the Government, have delayed certain materials. Delivery scedules, airline strikes, and other reasons beyond the control of the contractor, should be taken into consideration.

Materials delivered one day, were installed, or in the process of being installed, the next day. Therefore, I feel, we have made every effort to complete the contract on time, but extra work, changes, over-runs, and shortage of materials are difficult to foresee, and should be reasons for an Extention of Time.



Copy to Morgan 1-16-67 mw

If any additional information is necessary, I suggest that a top level meeting in Salem should be arranged. The suppliers and sub-contractors should be present to state the problems of acquiring supplies at this time.

Quality and workmanship are a must for any project, but the peace efforts and shortage of skilled labor are a fact, we have to be realistic and perhaps jeopardize a little.

Very truly yours,

Peter Oosterwyk, President
Oosterwyk Nurseries, Inc.

RECEIVED
DEC 15 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

GROWERS OF THE FINEST NATIVE EVERGREENS, RHODODENDRONS, AZALEAS AND SHADE TREES

RECEIVED
DEC 15 19[illegible]
OFFICE OF
DIVISION ENGINEER
DIV.

# OOSTERWYK NURSERIES INC.

Growing Grounds on Route 1, Carnation, Wn.
Home Office: 12420 Juanita Drive N. E. Kirkland, Wn. 98033
Phone: VAndyke 2-7068

RECEIVED
SEP 26 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

September 18, 1966

Oregon Highway Department
Field Office
3400 Spicer Road
Albany, Oregon

Re: Santiam Safety Rest Area
Contract No. 6840

Attention: Mr. C.W. Wirrick

Gentlemen:

Contract 6840, the Santiam Safety Rest Area, has not been completed on time as set forth in the contract of 90 calendar days.

The reasons are that many items of steel, alluminum, and copper are on the priority list of the Government, and if available, a delivery time of 60 to 90 days is required by the manufacturer. In addition, approvals, shipments, and installations are taking time.

Extra work and over-run have also taken extra time. Although we will open the station for public use by Friday, September 23, 1966, some work such as placing the signs and possibly setting the light posts will still be remaining to be done.

However, the contract, including the landscape portion, gives 200 days for final completion, 90 calendar days for the construction and 110 calendar days for the landscaping. The landscaping part will take us approximately ten working days and therefore we request at this point, to add 30 calendar days to the 90 days for construction and no extention of time will be necessary.

If this request does not meet with your approval, please notify us at once, so that steps can be taken immediately to ask for the regular extention forms.

Very truly yours,

Peter Oosterwyk, President
OOSTERWYK NURSERIES, INC.

RECEIVED
SEP 28 1966
GEORGE W. WIRRICK
RES. ENGR.

RECEIVED
SEP 21 1966
GEORGE W. WIRRICK
RES. ENGR.



Copy to Morgan 1-18-67 rr

GROWERS OF THE FINEST NATIVE EVERGREENS, RHODODENDRONS, AZALEAS AND SHADE TREES

RECEIVED
DEC 15 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

# OOSTERWYK NURSERIES INC.

Growing Grounds on Route 1, Carnation, Wn.
Home Office: 12420 Juanita Drive N. E. Kirkland, Wn. 98033
Phone: VAndyke 2-7068

August 10, 1966

Oregon State Highway Department
Mr. H.N. Hoover, Resident Engineer

Re: Santiam Safety
Rest Area
Contract #6840

Dear Sir:

In regard to your letter of July 26, 1966, I must point out that 90 calender days for a project with so many details and different stages of work is a very tight one. The survey crews have done their part but rechecking grades, blue topping of final sub-grades are time consuming items. During the final checking our work force has to start or procede with other work and again new grade stakes are needed. I realize that a survey crew can only do one thing at a time, but the limited working days are forcing us to request new grade stakes and rechecking constantly. You stated that the lack of a schedule is the reason for loss of stakes set, but an area open to the public where children play make it difficult to get the stakes down by your crew, which in my opinion is the reason for delay. At the moment ten different phases of the project are under constraction and each and every one needs checking for grade approval before we can procede. Indeed a few stakes got lost, but under the prevailing conditions that must be expected.

Extra concrete cylinders are taken for early breakings but nevertheless we have to wait the full seven days before backfilling and compaction can start, according to your inspector.

I do not recall of having complained about approval of material but only that certain materials are specified to one brand only, and as I understand this is not in line of the "or equal" policy.

The well testing delay is new to me because I know for a fact that the two hour test was completed by noon of July 22, 1966. On July 20th and 21st I was in Seattle and I would appreciate knowing who made the arrangements with your geologist.

Your statement of waiting two weeks with drain fields has surprised me and apparently you have not been informed of the reason. A legal dispute between the former owner of the land and the state was the reason of delay because a court order showed that the new road would be of the same elevation as the exsisting one. After dozing the old road to grade we did push the soil back on and a few thousand yards of embankment was placed to the new grade.

Neither I nor Mr. Hoover were aware of this fact and two days went by before the decision was made to raise the grades. The restaking took



Copy to Morgan 1-18-67 mm

several days and after the new stakes were set we started digging our trenches for the drainfield and the work was completed in four days.

Claims for extra working days are as follows:

1. Extra work was ordered by Mr. Hoover on the toilet building on the northbound side, after the footings were dug and compacted forms were set under direct supervision of your Inspector. Mr. Hoover, however, overruled the inspector and ordered us to dig the footings deeper and an extra work order for extra concrete was issued. Therefore seven working days are claimed.

2. A fence was ordered by price agreement as extra work and three working days are claimed.

3. Extra work on the service road which will delay the hauling operation of the closure of the underpass for two days. Therefcre two extra working days are claimed.

4. Extra work on the tree pit which should be placed under "special backfill for drains" extra form work will also require three extra working days.

5. Extra steel pipes, 12 inches, and extra catch basins which have required cutting of pipe also warrant claim for five working days.

6. Extra work is ordered on light post basins and three extra working days are claimed.

7. Extra irrigation pipe is ordered and two extra working days are claimed.

8. For extra work on buildings for gutters, down spouts, facia, and concrete, three working days are claimed.

9. Extra clearing as ordered by the Inspector on the northbound side, also warrant four working days.

Any other changes, if ordered, will be claimed as extra working days because liquidated damages are only reasonable if proper time is allowed to do this extra work. Otherwise we have no choice but to figure the extra working days and add the amount of liquidated damages tc the cost price.

Last but not least, I would like to point out at this time that the approvals of materials such as pumps, light poles, plumbing accesories, etc. are very slow.

Problems in the fields are also slowing us down because your Inspector makes a decision in the morning and changes his mind in the afternoon.

We are trying to follow the same procedures as approved on the Gettings and Cabin Creek Rest Areas but it seems that codes do change depending on the inspectors. We are employing licensed plumbers and electricians and their work is in accordance with the state codes.

RECEIVED
DEC 15 1966
OFFICE OF
DIVISION ENGINEER

Therefore I see no reason for the problems arising because of interpretations of your inspector of the specifications.

Very truly yours,

Pete Oosterwyk, President
Oosterwyk Nurseries, Inc.

cc: File
AETNA Casualty and Surety Company
G. Robert Brain

RECEIVED
DEC 15 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

GROWERS OF THE FINEST NATIVE EVERGREENS, RHODODENDRONS, AZALEAS AND SHADE TREES

# OOSTERWYK NURSERIES INC.

Growing Grounds on Route 1, Carnation, Wn.
Home Office: 12420 Juanita Drive N. E. Kirkland, Wn. 98033
Phone: VAndyke 2-7068

July 20, 1966

Mr. H.N. Hoover
Resident Engineer
Albany, Oregon

Re: Santiam Safety Rest Area
Contract No. 6840

Gentlemen:

Although the work on the Santiam Safety Rest Area, Contract No. 6840, is progressing nicely, I must protest against the time charged, as outlined in Article 8-7, "Time for Completion of Work and Liquidated Damages".

The reason for a formal protest is based on the fact that extra work has been ordered on the footings for all of the buildings, a service road, revised roof details, and fencing. Although the outmost speed is exercised by your surveying crews, blue topping and other grades are delaying us.

In view of the fact that only ninety calender days are allowed, every minute counts and at this time we are claiming a delay of eleven working days.

Very truly yours,

Pete Oosterwyk

Pete Oosterwyk, President
Oosterwyk Nurseries, Inc.

RECEIVED
DEC 15 1966
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Landscaping and Irrigation Contractors • Free Estimates and Consultation

Copy to Morgan 1-18-67 mm

Form CD-121
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVER. .ENT

# *Memorandum*

U. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 13, 1967

In reply refer to: 08-35-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-4(39)241
Santiam Safety Rest Area
Time Extension

Mr. Klaboe's February 23 letter discussed a proposed time extension of the calendar days specified for completion of the first phase of work under Article 8(a) of the contract Special Provisions. For the reasons presented therein, we concur in the proposed 23 calendar day extension for the first phase of work.

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-20 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 15, 1967

To: Mr. F. B. Klaboe
Ass't. State Highway Engineer
BUILDING

SUBJECT: Extension of Time
Santiam Safety Rest Area
Pacific Highway
Contract No. 6840

Attached is a request from Oosterwyk Nurseries, Inc., contractor on the subject project, for an increase in the specified number of calendar days. The contractor's request concerns the first phase specified completion which requires that all work with the exception of the planting be completed in 90 calendar days. The contractor has requested that this be increased to 120 days. The contractor's request is based on additional work in connection with:

1. Building foundations
2. Service road
3. Roof details
4. Fencing
5. Dike grade stakes
6. Protective tree pits
7. Steel pipe and catch basins
8. Light post bases
9. Irrigation pipe
10. Clearing
11. Shortage of materials due to the war effort in Vietnam

These are discussed separately as follows:

1. The contractor had excavated and constructed forms for the foundations of the northbound buildings when a change was made in order to raise the building floor elevation above the historical flood level. Two days delay occurred in obtaining and placing necessary additional reinforcing steel for the increased depths of the foundations. The original work had been done on June 27 and 28 and the required changes were made on July 5 and 6. Although the contractor had other work in progress, the building foundation work affected and controlled other work which had to be performed in sequence and we believe the 2 days required to make the change are justified.

2. Work on a service road between the northbound and southbound rest areas caused intermittent delays to the contractor's hauling operations and in the aggregate caused a delay of at least 1 full calendar day. This work was not on the plans and was performed on a non-participating basis. While it is a justifiable reason as far as the State is concerned, it cannot be considered as far as the Bureau of Public Roads is concerned.

3. The changes in roof details on the buildings did not delay the contractor's over-all work nor do they represent an increase in any of the bid quantities. No extension is justified.

4. Additional fencing, amounting to 81 rods, was added to the contract by Price Agreement, and construction of this fence required 6 calendar days to perform. This fence was required along the north and east sides of the northbound rest area. This work was done on penalty time on September 23, 26 and 30 and October 1. Other work was in progress during this period and the additional fence work represents approximately 30 percent of the available work; we believe an extension of 2 calendar days is justified.

5. The road along the protective dike adjoined private property at the northbound rest area. A dispute arose between the property owner and the State as to proposed construction of the dike. The contractor was required to delay his work on the dike from July 11 through July 14 until an amicable solution was reached. This represents 5 calendar days. The contractor had other work in progress and it is estimated that this work represents approximately 40 percent of the work available. An extension of 2 calendar days is justified.

6. Trees near the building sites were considered beneficial to the appearance of the rest area and an attempt was made to save them. Since the area around the trees was to be raised in elevation to a depth that would be detrimental to the trees' continued growth, tree pits were constructed under a Price Agreement. This work was accomplished on 5 workdays, September 9 through September 15. There was other work in progress at the time and this extra work represents approximately 30 percent of the contractor's available work. Therefore, an extension of 2 calendar days is justified.

7. The contractor's request for additional time for overruns in steel pipe and catch basins is not justified. A very minor increase in the contract quantities for these items was experienced (net increase in all sizes of steel pipe of 62 feet and 2 additional inlets), but nothing in excess of what might normally be expected in any landscaping project. Minor changes of this nature are inherent to this type of work.

8. The material which was encountered at the light post locations required a change in the design of the bases for the poles. An Extra Work Order was issued to cover the additional work required for these design changes. The contractor was ready to perform the work on August 9, but the revised drawings were not received until August 12. Although other work was in progress during this three day interval, the delay in furnishing the revised design to the contractor represents a delay not only to the actual base construction, but also to all subsequent work which had to follow in sequence. An extension of 3 calendar days for this delay is justified.

9. The contractor cites an increase in the quantity of irrigation pipe required. There was an increase in one size of pipe, but all other sizes underran. The net result represents an underrun. No extension is justified.

10. The contractor has requested additional time necessary to perform additional clearing allegedly outside the original limits established in the contract. This clearing was performed under Price Agreement on June 23, 27 and 28. Because other work was in progress at the same time which was not hindered by the clearing, we believe only 1 day is justified.

11. The contractor cites shortages of materials (not identified) due to the war effort in Vietnam as a reason for additional time. Any delay in delivery of materials due to the war effort that there might have been did not appreciably delay the contractor's over-all progress as far as we can determine.

A Price Agreement covering additional borrow material to cover the top of the riprap revetment was processed. Work on this Price Agreement was performed on September 12 through 14. On september 12, the contractor had other work in progress comprising over half his effort. September 13 and 14 are on penalty time. One additional day is justified.

Extra Work Orders and Price Agreements on this project amounting to $4,210.65 were performed on a participating basis. This represents1.41 percent of the original contract amount. We do not believe this percentage should be translated to time for the type of work performed and believe it should be considered on the basis of actual time required as outlined above.

In addition to the extra items already discussed above, the contract items overran the original planned quantities by $33,871.02 or 11.31 percent, all applicable to the first phase. On a time/money relationship, this contract overrun represents 10 calendar days. Two items which exceeded the plan quantities were "Embankment in Place" and "Furnishing and Placing Topsoil". The embankment overran 5,886.7 cubic yards of 40.6 percent. The topsoil overran 5,768.3 cubic yards or 92 percent.

On a project of this type, these two items are critical, controlling landscape planting, irrigation lines, effluent lines, lawn construction, etc. The contract records indicate that the contractor's best average production on these two items was 500 cubic yards per day. This equates to 23 days, which is probably too lenient; the rate may have been inadequate. An extension of 10 calendar days is justified.

All work on the contract with the exception of planting was completed on October 5, 1966. This is 113 calendar days and is 23 calendar days beyond that specified for the first phase and represents $2,300 in liquidated damages. The entire project was completed December 31, 1966 at which time 200 calendar days had elapsed. Contract time on this project is governed by the January, 1966 General Special Provisions.

Based on the plan changes and quantity overruns enumerated above, we recommend that the calendar days be increased by 23. This will eliminate all liquidated damages.

This matter has been discussed with the Bureau of Public Roads Area Engineer who agrees that our reasons for granting an extension appear to be valid.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

DES:rw

Encl.

cc: L. H. Young

RECEIVED
FEB 17 1967
OFFICE OF
STATE HIGHWAY ENGINEER

DEPARTMENT
APR 25 1967

7-5-4(3)211
6840

April 20, 1967

Porter and Bach, Attorneys at Law
858 Pearl Street
Eugene, Oregon

Attention: Donald F. Bach

Dear Mr. Bach:

RE: OUR FILE NO. B 42 SC 74288 RG - OUR PRINCIPAL: OOSTERWYK NURSERIES, INC. - STATE CONTRACT NO. 6840

The Oregon State Highway Commission has forwarded to us your letter to them of January 25th regarding the unpaid account of your client, Frank Niemeyer, with Oosterwyk Nurseries, Inc., our principal on the above Bond.

As this Bond was issued pursuant to Sections 279.310 to 279.320 inclusive, and 279.510 of the Oregon Revised Statutes and Amendments, reference is made to these Statutes and Amendments in connection with the coverage provided by the Bond.

We are currently investigating this matter. Meanwhile, since our present information is limited, you will appreciate our attention to this should be considered as without prejudice to the position of any party.

Sincerely,

Lawrence D. Delk
Claim Representative

pts

cc: Mr. F. Query, State of Oregon Highway Department
Mr. Paul Huntzinger, Seattle Bond Claim Department
Home Office Bond Claim Department

NOTED
FLOYD QUERY

RECEIVED
APR 24 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 25 1967

I-11(-) 241
6141

April 20, 1967

Roy Peterson Plumbing and Heating Company
13440 Hilyard Street
Eugene, Oregon

Attention: Robert E. Savage:

Dear Mr. Savage:

RE: OUR FILE B 42 SC 74288 RG - OUR PRINCIPAL: OOSTERWYK NURSERIES, INC. - STATE CONTRACT NO. 6840

We have been forwarded your letter of January 6th outlining your unpaid account with Oosterwyk Nurseries, our principal on the above Bond.

As this Bond was issued pursuant to Sections 279.310 to 279.320 inclusive, and 279.510 of the Oregon Revised Statutes and Amendments, reference is made to these Statutes and Amendments in connection with the coverage provided by the Bond.

We are currently investigating this matter. Meanwhile, since our present information is limited, you will appreciate our attention to this should be considered as without prejudice to the position of any party.

Sincerely,

Lawrence D. Delk
Claim Representative

pts

cc: Mr. F. Query, State of Oregon Highway Department
Mr. Paul Huntzinger, Seattle Bond Claim Department
Home Office Bond Claim Department

NOTED
FLOYD QUERY

RECEIVED
APR 24 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-123

RECEIVED
APR 21 1967
FOR FILING

COMMISSIONERS
GLENN D. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
DAVID B. SIMPSON, MEMBER
PORTLAND

FILED
APR 21 1967
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
APR 21 8 15 AM '67
CLAY MYERS
SECRETARY OF STATE

April 20, 1967

Claim File
No. 4294

Stringfield Bros. Lumber Company
1702 West 2nd Avenue
Eugene, Oregon

Attention: Mr. Melvin L. Baker
Credit Manager

NOTED ON CARD
wlw

Gentlemen:

This will acknowledge your letter of April 18 in which you make a claim for materials in the amount of $295.96 against Oosterwyk Nurseries, Inc., furnished in construction of the Santiam Safety Rest Area in Marion County, our Contract No. 6840. The contract was completed December 31, 1966, but has not yet been accepted by the Commission nor has final payment been made.

The Aetna Casualty and Surety Company through their agent Robert B. Clarke, 321 Yeon Building, Portland 97204, furnished the bond with this contract which is provided to assure completion of the contract and payment of all bills incurred in it.

We will notify the surety and the contractor that your claim has been received, and we will also notify the Secretary of State.

When your claim has been paid, please let us know so that we may clear our records.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Commissioners
Hon. Clay Myers ← Please acknowledge receipt of this claim on the enclosed copy of this letter.

RECEIVED
APR 21 1967
OREGON
STATE HIGHWAY COMMISSION

Stringfield BROS.
LUMBER & BUILDING SUPPLY CO.
1702 WEST 2nd AVENUE -:- EUGENE, OREGON
PHONE 342-2418

April 18, 1967

Mr. Floyd Query, Secretary
State Highway Commission
State Capitol Building
Salem, Oregon

Re: Oosterwyk Nursery
Santiam Bridge Rest Area

Dear Mr. Query:

We are writing you on the account in the amount of $295.96 owed on the above project by Oosterwyk Nursery of Kirkland, Washington. We have been in contact with Mr. Oosterwyk many times the past three months and have had many promises but the account has not been paid.

If we need to furnish your office with any further information relative to this account, we will appreciate hearing from you.

Yours very truly,

STRINGFIELD BROS. LUMBER CO.

Melvin L. Baker
Credit Manager

MLB:er

RECEIVED
APR 20 1967
OREGON
STATE HIGHWAY COMMISSION

Form CD-121 (11-63) (Rev. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

APR 1 -

I-5-4 (39)241

FOR FILING

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: March 29, 1967

In reply refer to: 08-35.A-3

6840

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-4(39)241
Santiam River Safety Rest Area
State Force Orders Nos. 3, 3 supplemental and 4

Reference is made to Mr. Young's March 15, 1967 letter submitting State Force Order No. 3 Supplemental and to our March 7, 1967 memorandum and attachments relative to State Force Order No. 4.

State Force Order No. 3 had not been returned because after we had received it the need for revisions of the work to be performed became apparent due to revised setback standards. It was our understanding that a revised or supplemental State Force Order No. 3 would be forthcoming; instead State Force Order No. 4 was submitted describing the work in its entirety and was approved and returned. In the interim, part of the work was accomplished under and charged to State Force Order No. 3, and, as we understand it, due to your accounting procedures you need approval and return of original State Force Order No. 3, and approval and return of State Force Order No. 3 Supplemental which replaces in its entirety approved State Force Order No. 4. No work will be charged to State Force Order No. 4 which is hereby rescinded. However, the conditions stated in our March 7 memorandum are valid for State Force Order No. 3 and State Force Order No. 3 SUPPLEMENTAL. The total cost of this work is estimated to be $750.00 with Federal participation of $675.00 as previously approved.

NOTED
F. B. KLABOE

Attachments

3-31-67

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

Form A-105-SM

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Contingent upon modification of project agreement if additional funds are required.
Date ____ By _____
Title Dist. Engineer
U.S. Bureau of Public Roads

Order No. 3-Supplemental
REVISED Jan. 24

Project Name Santiam Safety Rest Area Date January 16, 19 67

Highway Pacific Contract No. 6840 F. A. Project No. I-5-4(39)241

County Marion Prefix 624-1069 Account No. 276-03

Description of Work To Be Done:
Revise signing in gore of rest area in accordance with latest policy. Move northbound "REST AREA" sign to a point that is exterior to the exit ramp and 200 feet northerly of the north end of the Santiam River Bridge. Move southbound "REST AREA" sign to a point that is exterior and at the beginning of the deceleration lane. Also install exit signs on standard breakaway bases in the gore areas.

Location by Station Numbers:

| "EXIT" signs | "REST AREA" signs |
|---|---|
| 696+50 Rt. | 692 Rt. |
| 705+25 Lt. | 708 ± Lt. |

Estimate of Quantities and Costs:

| | |
|---|---|
| Material | $260.00 |
| Equip. | 240.00 |
| Labor | 250.00 |
| | $750.00 |

Explanation: Work necessary to revise signing in gore of rest area in accordance with latest policy. Prior approval 11/1/66.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $ 360,490.00 |
| Present estimate of project cost, including $ 750.00 for work under this order | $ 373,472.00 |
| Expected ~~XXXXXXXX~~ over-run (amount) | $ +12,982.00 |
| Expected ~~XXXXXXXX~~ over-run (per cent) | + 3.6 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ George W. Wirrick, Resident Engineer

Approval Recommended: /s/ John A. Bond, For Construction Engineer or ~~XXXXXXXXXX~~

Approval Recommended: /s/ Gerald Wimer, Asst. Division Engineer

Approved: /s/ L. H. Young, ~~XXXXXXXXX

Form A-100—SW

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

APPROVED
Contingent upon modification of project agreement if additional funds are required
NOV 1 1966
Date 1966 By /s/ [illegible]
Title Div. Engineer
U.S. Bureau of Public Roads

Order No. 3

Project Name Santiam Safety Rest Area Date October 25, 1966

Highway Pacific Contract No. 6840 F. A. Project No. I-5-4(39)241

County Marion Prefix 624-1069 Account No. 276-03

Description of Work To Be Done:

Install breakaway sign posts in gore of entrance roads to Rest Area

Location by Station Numbers:

696+50 Rt
705+25 Lt

Estimate of Quantities and Costs:

| | |
|---|---|
| Material | $260.00 |
| Equipment | 240.00 |
| Labor | 250.00 |
| | $750.00 |

Explanation:

BPR requested that sign posts in gore of entrance roads to Rest Area be changed to breakaway posts.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $ 337,281.50 |
| Present estimate of project cost, including $ 750.00 for work under this order | $ 360,490.00 |
| Expected under-run / over-run (amount) | $ +23,208.50 |
| Expected under-run / over-run (per cent) | +6.9% |

Space to right of this line is for use of Salem Office

Submitted by: /s/ George W. Wirrick, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Gerald Wimer, Asst. Division Engineer

Approved: /s/ L. H. Young, Office Engineer.

This order does not constitute authority for expenditures until approved by the State Highway Engineer.

State Printing

FORM E-12XX 80M 7-66

RECEIVED
MAR 16 1967
STATE PUBLICITY

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

1 C 4 (2 3) .11
6840

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 10, 1967

Mr. G. Robert Brain
Attorney-at-Law
902 Norton Building
Seattle, Washington 98104

Dear Mr. Brain:

Confirming our telephone conversation of yesterday, we will plan to have a meeting with you at Room 212 State Highway Building in Salem (Construction Division Office) at 1:30 p.m. Friday, March 17.

This meeting is at your request for the purpose of discussing matters related to the Oosterwyk Nurseries, Inc. contracts.

Very truly yours,

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:sg

cc: F.B. Klaboe
L.H. Young
Floyd Query
M.H. Astrup
G.W. Wimer

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

March 8, 1967

Aetna Casualty & Surety Company
1201 S. W. 12th Avenue
Portland, Oregon 97205

Attn: Mr. H. R. Fields

Gentlemen:

As a follow up to our phone conversation of Monday, we have prepared a summary of claims which have been filed against Contract Nos. 6730, 6735, 6828, and 6840, awarded to Oosterwyk Nurseries, Inc. These are the claims which have been filed with us up to March 7, 1967.

NOTED
F.B. KLABOE

We have also prepared a summary sheet showing the status of contracts awarded to Oosterwyk, as to completion, acceptance, retainage, etc. A copy of this summary is attached.

If you have further questions concerning those contracts, do not hesitate to call us.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

Attachments

cc Mr. F. D. Morgan
Attn: Mr. John Bond
Mr. R. D. Asburry
Mr. L. H. Young
Attn: Mr. Vince Gallagher
Mr. F. B. Klaboe

NOTED
F.B. KLABOE

CLAIMS FILED WITH HIGHWAY DEPARTMENT AGAINST OOSTERWYK NURSERIES, INC.,
UNPAID AS FAR AS WE KNOW. 3-7-67

CONTRACT 6730
Cabin Creek Rest Area

| | | | |
|---|---|---|---|
| 5-24-66 | Cecil Saxon, Jr. | | $3,640.00 |
| 6-3-66 | Cecil Saxon, Jr. (also involves Contract 6735) | | 1,203.00 |
| 7-21-66 | Casey Jones Well Drilling Co. | | 3,602.43 |
| 10-14-66 | John D. Patton | | 821.98 |
| 9-19-66 | Nelson Electric Shop (also involves Contract 6735) | | 1,806.10 |
| 10-13-66 | Nelson Electric Shop (also involves Contract 6735) | | 1,805.10 |
| 12-14-66 | Cecil Saxon, Jr. - Payment Received (also involves Contract 6735) | $4,069.80 | |

CONTRACT 6735
Gettings Creek Safety Rest Area

| | | | |
|---|---|---|---|
| 5-24-66 | Cecil Saxon, Jr. | | 3,640.00 |
| 6-3-66 | Cecil Saxon, Jr. (involves Contract 6730) | | 1,203.00 |
| 6-21-66 | Bob's Decorator Center | | 198.11 |
| 7-8-66 | Bob's Decorator Center - Payment Received | 189.71 | |
| 9-19-66 | Nelson Electric Shop (involves Contract 6730) | | 1,806.10 |
| 10-13-66 | Nelson Electric Shop (involves Contract 6730) | | 1,805.10 |
| 12-14-66 | Cecil Saxon, Jr. - Payment Received (involves Contract 6730) | 4,069.80 | |

CONTRACT 6828
Corvallis Roadside Improvement

| | | |
|---|---|---|
| 11-25-66 | M.O. Salmon | $ 13,086.00 |

CONTRACT 6840
Santiam Safety Rest Area

| | | |
|---|---|---|
| 10-1-66 | Wilbert J. Collette Painters Company | 1,450.00 |
| 11-9-66 | Salem Black Top Paving Co., Inc. | 29,098.62 |
| 11-25-66 | M.O. Salmon | 2,836.24 |
| 11-25-66 | Albany Rock Products | 11,104.86 |
| 12-16-66 | Floyd Grahm Constr. Co. | 8,251.63 |
| 1-5-67 | Frank Niemeyer | 484.87 |
| 1-6-67 | Roy Peterson Plumbing & Heating Company | 2,799.85 |
| 1-25-67 | Albany Concrete Products, Inc. | 5,246.95 |

Status of Contracts Awarded to Oosterwyk Nurseries, Inc.
Bonded by Aetna Casualty & Surety Co.

March 7, 1967

| Contract No. | | |
|---|---|---|
| 6730 | Cabin Creek Rest Area - Completed 9-1-66 - Accepted 3-6-67<br>Final Voucher sent to Contractor 3-2-67 for..... | $4,662.81 |
| 6735 | Gettings Creek Rest Area - Completed 9-1-66 - Accepted 12-8-66<br>Final Voucher sent to Contractor 12-6-66 for..... | $1,071.83 |
| 6746 | Screen planting Columbia River Highway - Completed 5-11-66 - Not yet accepted pending Bureau of Public Roads acceptance<br>Final Voucher sent to Contractor on 1-12-67 for..... | $1,000.26 |
| 6819 | Cornelius Pass-Barnes Road, 3.5% Complete<br>Amount retained as of 3-7-67..... | $ 398.90 |
| 6828 | Corvallis section, 75% Complete<br>Amount retained as of 3-7-67..... | $7,845.29 |
| 6840 | Santiam Rest Area, Completed 12-31-66 - Not yet accepted. Contractor has not signed six items including Price agreement #11, Certif. of materials, and letter certifying payrolls.<br>Amount retained as of 3-7-67..... | $14,980.29 |

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MAR 10 1967
FOR FILING

LAW OFFICES
MERGES, BRAIN & HILYER

EDWARDS E. MERGES
O. ROBERT BRAIN
GALE P. HILYER, JR.

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

March 6, 1967

Routing

Morgan
Docker
Bond
Barbee
Walker
Glenn
Swan

Boss
Morsteck
Trent
Scott
Wills
Litchfield
Olsen

RECEIVED
MAR 1967
CONSTRUCTION
DIVISION

State Highway Department
State of Oregon
Salem, Oregon 97310

Attention: Mr. Bond, Staff Assistant

Re: Oosterwyk Nurseries

Gentlemen:

The situation regarding Oosterwyk Nurseries and the State of Oregon and the jobs that we have handled for them is beginning to become rather out of control. We had sub-contractors who are rightfully demanding the payment of the amounts we owe them. These cannot be paid because the State of Oregon is not making payments on these jobs and the reason the State is notmaking payments on these jobs are small matters that we have written back and forth about for the last month and a half.

If you will recall from my correspondence, I wanted to have conferences in Oregon and get these things cleared up. It is beginning to reach a point where suits are starting against the bonding company which have to be defended, the expenses of which are mounting up, and we are still in the position where nothing, absolutely nothing, is getting cleared up.

I again request that we set up necessary conferences on the jobs and get these matters over with. We must close them sometime. Some of them are over nine months since the work was completed and we still haven't received any money from the State.

I know that the Bureau of Public Roads has been probably stalling the State of Oregon because of the lack of funds available for highway projects and the State of Oregon has had to do the same thing on its contracts, but the situation

has becor completely out of hand. We are not in a positi on to begin legal action against the State of Oregon. The time involved in itself would not justify the fact, together with theexpense, because I truly believe the problems are ones which could be cleared with a few minutes work between the parties.

Would you please review my correspondence and see if we can arrange to get some of these matters cleared up immediately.

Very truly yours,

G. ROBERT BRAIN

GRB:sm

RECEIVED
MAR 7 1957
OREGON
STATE PARTY COMMISSION

RECEIVED
MAR 10 1967
FC...
I-5-4(39)241

Form CD-121 (11-63) (Prescribed by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

DATE: March 7, 1967

In reply refer to: 08-35.DA-2

TO 6840 Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-4(39)241
Santiam River Safety Rest Area
State Force Order No. 4

Reference is made to Mr. Young's letter of March 2, 1967 concerning the subject order.

We are approving the use of State Forces as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order and his forces an and equipment have been removed from the job site.

2. The State has the necessary equipment and can obtain the materials necessary for this special work, and has trained personnel who can perform the work most economically.

Reimbursement is to be made on an actual cost basis and equipment rental rates will be according to a schedule that has been previously approved by this office for use on force account work. The estimated total cost of the work to be done under this order is $750.00 with Federal participation of $675.00. A signed copy of the order is returned herewith.

Attachment

REFERRED TO
By Asst. State Hwy. Engr.
3-9-67

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE COPY

Contingent upon [illegible] project authorization [illegible] funds are [illegible]

Chief Engineer

Form A-108—5M

OREGON STATE HIGHWAY DEPARTMENT NOV 10 1966

G1-P

U.S. Bureau of Public Roads

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 4

Revised Jan. 24

Project Name Santiam Safety Rest Area Date Jan. 16, 19 67

Highway Pacific Contract No. 6840 F. A. Project No. I-5-4(39) 241

County Marion Prefix 624-1069 Account No. 276-04

**Description of Work To Be Done** Revise signing in gore of rest area in accordance with latest policy. Move northbound "REST AREA" sign to a point that is exterior to the exit ramp and 200 fee northerly of the north end of the Santiam River bridge. Move southbound "REST AREA" sign to a point that is exterior and at the beginning of the deceleration lane. Also install exit signs on standard breakaway bases in the gore areas.

**Location by Station Numbers:**

| Exit signs | "REST AREA" signs |
|---|---|
| 696+50 Rt. | 692 Rt. |
| 705+25 Lt. | 708± Lt. |

**Estimate of Quantities and Costs:**

| | |
|---|---|
| Material | $260.00 |
| Equip. | 240.00 |
| Labor | 250.00 |
| | $750.00 |

**Explanation:** Work necessary to revise signing in gore of rest area in accordance with latest policy. Prior arrpoval 11/1/66

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $ 360,490 |
| Present estimate of project cost, including $ 750.00 for work under this order | $ 373,472 |
| Expected ~~under-run~~ over-run (amount) | $ +12,982.00 |
| Expected ~~under-run~~ over-run (per cent) | +3.6 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ George W. Wirrick, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or ~~Bridge Engineer~~

Approval Recommended: /s/ Gerald Wimer Asst. Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, ~~Assistant State Highway Engineer~~ or Office Engineer.

State Printing

RECEIVED
MAR 1 2 1967
FOR FILING

4945
FEB 28 67

Mr. Forrest Cooper
Director of Highways
State of Oregon
Department of Highways
Salem, Oregon

Re: Oosterwyk Nurseries, Inc.

Dear Mr. Cooper:

Application is herewith made, pursuant to the provisions of ORS 279.512. I request that your furnish to this company a certified copy of the contract or contracts and bond, furnished by Oosterwyk Nurseries, Inc., and its surety, in connection with contract No. 6840 Santiam River Safety Rest Area, Pacific Highway, Marion County, Oregon, and Project No. LSF-22(1), Corvallis Section, Corvallis-Newport Highway, Roadside Improvement Project.

I also enclose herewith the original of Affidavit which I have prepared and executed pursuant to the provisions of ORS 279.515.

Yours truly,

Taylor Ramsey
United Pipe & Supply Co., Inc.
P. O. Box 3125
2095 Cross Street
Eugene, Oregon 97401

NOTED ON CARD

RECEIVED
FEB 28 1967
OFFICE OF
STATE HIGHWAY ENGINEER

# AFFIDAVIT

STATE OF OREGON )
) ss
County of Lane )

I, TAYLOR RAMSEY, being first duly sworn, depose and say:

I am president of United Pipe and Supply Co., Inc., an Oregon corporation, P. O. Box 3125, 2095 Cross Street, Eugene, Oregon 97401.

United Pipe and Supply Co., Inc., has supplied materials to Oosterwyk Nurseries, Inc., a corporation, for the prosecution of the work provided in the following contracts:

1. Contract No. 6840, Santiam River Safety Rest Area, Pacific Highway, Marion County, Oregon.

2. Project No. LSF-22(1) Corvallis Section, Corvallis-Newport Highway, Roadside Improvement Project.

The claim of United Pipe and Supply Co., Inc., against Oosterwyk Nurseries, Inc. has not been paid.

This Affidavit is made in accordance with the provisions of ORS 279.512 and 279.515 in support of application for a certified copy of the contract or contracts entered into by and between State of Oregon, Department of Highways and Oosterwyk Nurseries, Inc., and a certified copy of the bond furnished by Oosterwyk Nurseries, Inc., and its surety, all in connection with the above contracts and projects.

Taylor Ramsey

Taylor Ramsey

Subscribed and sworn to before me this 24 day of February, 1967.

Frederick T. Hoshimura

Notary Public for Oregon
My Commission Expires:
Nov. 6, 1970

RECEIVED
FEB 28 1967
FOR FILING

I-5-4(39)241
6140

February 23, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Request for Time Extension
Santiam Safety Rest Area
Pacific Highway
Project No. I-5-4(39)241

Dear Sir:

We have received from Oosterwyk Nurseries, Inc., contractor on the subject project, a request for an increase in the specified number of calendar days for the first phase of the project. The contractor has requested an increase in the first phase time of 30 calendar days. The contractor's request is based on additional work in connection with:

1. Building foundations
2. Service road
3. Roof details
4. Fencing
5. Dike grade stakes
6. Protective tree pits
7. Steel pipe and catch basins
8. Light post bases
9. Irrigation pipe
10. Clearing
11. Shortage of materials due to the war effort in Vietnam

These are discussed separately as follows:

1. The contractor had excavated and constructed forms for the foundations of the northbound buildings when a change was made in order to raise the building floor elevation above the historical flood level. Two days' delay occurred in obtaining and placing necessary additional reinforcing steel for the increased depths of the foundations. The original work had been done on June 27 and 28 and the required changes were made on July 5 and 6. Although the contractor had other work in progress, the building foundation work affected and controlled other work which had to be performed in sequence and we believe the two days required to make the change are justified.

2. Work on a service road between the northbound and southbound rest areas caused intermittent delays to the contractor's hauling operations and work in the aggregate caused a delay of at least one full calendar day. This work was not on the plans and was performed on a nonparticipating basis. This is a justifiable reason as far as the State is concerned.

3. The changes in roof details on the buildings did not delay the contractor's overall work nor do they represent an increase in any of the bid quantities. No extension is justified.

4. Additional fencing, amounting to 81 rods, was added to the contract by Price Agreement, and construction of this fence required six calendar days to perform. This fence was required along the north and east sides of the northbound rest area. This work was done on penalty time on September 23, 26, 30 and October 1. Other work was in progress during this period and the additional fence work represents approximately 30 percent of the available work. We believe an extension of two calendar days is justified.

5. The road along the protective dike adjoined private property at the northbound rest area. A dispute arose between the property owner and the State as to proposed construction of the dike. The contractor was required to delay his work on the dike from July 11 through July 14 until an amicable solution was reached. This represents five calendar days. The contractor had other work in progress and it is estimated that this work represents approximately 40 percent of the work available. An extension of two calendar days is justified.

6. Trees near the building sites were considered beneficial to the appearance of the rest area and an attempt was made to save them. Since the area around the trees was to be raised in elevation to a depth that would be detrimental to the trees' continued growth, tree pits were constructed under a Price Agreement. This work was accomplished on five workdays, September 9 through September 15. There was other work in progress at the time and this extra work represents approximately 30 percent of the contractor's available work. Therefore, an extension of two calendar days is justified.

7. The contractor's request for additional time for overruns in steel pipe and catch basins is not justified. A very minor increase in the contract quantities for these items was

experienced (not increase in all sizes of steel pipe of 62 feet and 2 additional inlets) but nothing in excess of what might normally be expected in any landscaping project. Minor changes of this nature are inherent to this type of work.

8. The material which was encountered at the light post locations required a change in the design of the bases for the poles. An Extra Work Order was issued to cover the additional work required for these design changes. The contractor was ready to perform the work on August 9 but the revised drawings were not received until August 12. Although other work was in progress during this three-day interval, the delay in furnishing the revised design to the contractor represents a delay not only to the actual base construction but also to all subsequent work which had to follow in sequence. An extension of <u>three</u> calendar days for this delay is justified.

9. The contractor cites an increase in the quantity of irrigation pipe required. There was an increase in one size of the pipe but all other sizes underran. The net result represents an underrun. No extension is justified.

10. The contractor has requested additional time necessary to perform additional clearing allegedly outside the original limits established in the contract. This clearing was performed under Price Agreement on June 23, 27 and 28. Because other work was in progress at the same time which was not hindered by the clearing, we believe only <u>one</u> day is justified.

11. The contractor cites shortages of materials (not identified) due to the war effort in Vietnam as a reason for additional time. Any delay in delivery of materials due to the war effort that there might have been did not appreciably delay the contractor's overall progress as far as we can determine.

A Price Agreement covering additional borrow material to cover the top of the riprap revetment was processed. Work on this Price Agreement was performed on September 12 through 14. On September 12, the contractor had other work in progress comprising over half his effort. September 13 and 14 are on penalty time. <u>One</u> additional day is justified.

Extra Work Orders and Price Agreements on this project amounting to $4,210.65 were performed on a participating basis. This represents 1.41 percent of the original contract amount. We do not believe this percentage should be translated to time for the type of work performed and believe it should be considered on the basis of actual time required as outlined above.

In addition to the extra items already discussed above, the contract items overran the original planned quantities by $33,871.02 or 11.31 percent, all applicable to the first phase. On a time/money relationship, this contract overrun represents ten calendar days. Two items which exceeded the plan quantities were "Embankment in Place" and "Furnishing and Placing Topsoil". The embankment overran 5,886.7 cubic yards or 40.6 percent. The topsoil overran 5,768.3 cubic yards or 92 percent. On a project of this type, these two items are critical, controlling landscape planting, irrigation lines, effluent lines, lawn construction, et cetera. The contract records indicate that the contractor's best average production on these two items was 500 cubic yards per day. This equates to 23 days, which is probably too lenient; the rate may have been inadequate. An extension of ten calendar days is justified.

All work on the contract with the exception of planting was completed on October 5, 1966. At this time 113 calendar days had elapsed. Based on the plan changes and quantity overruns discussed above, we recommend that the calendar days for the first phase work be increased by 23. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
TOM EDWARDS
for

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

DES:rw srb

RECEIVED
FEB 17 1967

Form CD-181 (11-65) (Prec. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

I-5-4(30)241

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: February 13, 1967

In reply refer to: 08-35-EC
XRef: 420.2

SUBJECT: Oregon Project I-5-4(30)241
Santiam Rest Area
Subcontracting: Waiver of Limitation, Section 1.21 C.F.R.

Reference is made to your January 20, 1967 letter requesting that subcontracting in excess of the prescribed 50 percent limitation for the subject project be approved.

Enclosed is a copy of Mr. Williams' February 6, 1967 memorandum approving the modification of subcontracting requirements of Section 1.21(a) of the Federal-aid regulations.

Enclosure

NOTED
F.B. KLABOE

young wlenc.
morgan wlenc
merchant wlenc.
2-15-67

RECEIVED
FEB 21 1967
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Oregon-Federal aid

Form CO-121 (11-63) (Prea. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Washington, D. C.

DATE: February 6-1967

In reply refer to: 32-34

TO : Mr. F. C. Turner
Acting Federal Highway Administrator

FROM : G. M. Williams
Director of Engineering and Operations GMW.

SUBJECT: Oregon Project I-5-4(39)
Waiver of subcontracting limitation

Transmitted herewith for your consideration are recommendations for modification of Section 1.21(a) of the Regulations as permitted under Section 1.21(b) thereof to allow Federal participation in the subject project. The State has requested such a modification.

Our analysis of the data available with respect to this project indicates the pertinent facts to be as follows:

1. The contract was awarded through competitive bidding to Oosterwyk Nurseries, Inc., on the basis of their bid of $299,605 which was about 6.5 percent under the engineer's estimate.

2. The State approved 8 subcontracts which they calculated as amounting to $187,857 or 46 percent of the contract.

3. The State's calculations failed to include the cost of materials involved in Class B asphalt concrete and the AC concrete walks and surfacing. When the cost of the material for these items was properly added the total value of the work subcontracted then amounted to 56.5 percent.

4. The State was not aware of the interpretation given paragraph 12(c)3 of PPM 21-6.3 by Mr. G. M. Williams' blue circular memorandum of November 18, 1965, and it appears therefore that the violation of the subcontracting requirements in this instance was entirely inadvertent. GMW

5. Copies of the circular memorandum referred to above have now been furnished the State for future guidance.

6. The cost of the project apparently has not been increased by reason of the failure to observe the subcontracting limitations.

7. We have no evidence that the quality of the contract work performed has been adversely affected by the subcontracting practice which prevailed.

8. Neither the Federal Government nor the general public appears to have suffered any detriment as a result of the subcontracting procedures followed.

more

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

9. In view of the foregoing, it is recommended that the provision of Section 1.21(b) of the Federal-aid Regulations be exercised with respect to this project and that subcontracting in excess of the prescribed 50 percent limitation be approved. This is in accordance with the recommendations of the regional and division engineers.

E M Williams
Director of Engineering and Operations

Date:_____

I adopt and make the above findings and determine that it is in the public interest to comply with the above-mentioned request of the State of Oregon and hereby modify the subcontracting requirements of Section 1.21(a) of said Regulations to the extent recommended above.

F C Turner
Acting Federal Highway Administrator

CC:
Construction and Maintenance Division
Regional Engineer French 2

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JAN 20 1967
FOR FILING

I-5-4(39)241

6840

January 20, 1967

Mr. A. N. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Re: Subcontracting
Santiam Safety Rest Area
Contract No. 6840
Project I-5-4(39)241

Dear Sir:

We have been informally notified by your personnel that the Highway Department is in violation of the 50 percent subcontracting limitation on the subject project. Discussion revealed that the problem involved is subcontract number 8 between Oosterwyk Nurseries and Salem Blacktop Paving.

Prior to this subcontract, consent had been given to seven subcontracts and one sub-subcontract involving $124,949 or 41.70 percent. The subcontract in question covered placing only of item 11 Class B Asphaltic Concrete and all of item 56 Asphaltic Concrete Walks and Surfacing and, as submitted to us, amounted to $12,908 making a total subcontract amount of $137,857 or 46.01 percent. The contractor purchased the A.C. mix from Salem Blacktop Paving, a commercial vendor, and then subbed the placing only to the same company. This, we deem permissible under PR-1273 "Required Contract Provisions, Federal Aid Contracts, Interstate Highways" Section VI paragraphs 1 and 3.

However, Friday, January 13, we were informed of the existence of a Circular Memorandum from G. N. Williams, dated November 18, 1965, which states, in effect, that if a prime contractor purchases material from a vendor and also permits him to incorporate the material into a project, this must be considered a single subcontract. Based on this premise, the amount of the subcontract would become $44,384 for an overrun of $19,530 or 6.5 percent over the 50 percent limitation set out in the contract specifications.

In addition to the reasons set forth above for consenting to the subcontract, we were guided in part by certain

determinations of the Solicitor of Labor, U. S. Department of Labor as published in your Labor Compliance Manual, which set forth nearly identical situations wherein the vendor or materialman was definitely defined as not being a subcontractor from the standpoint of the Davis-Bacon Act.

In view of the fact that we gave consent to the above mentioned subcontract based on our honest interpretation of the specifications, and since we were not provided with or advised of Mr. Williams' memorandum, we respectfully request that you approve this relatively minor overrun of the subcontract amount as being in substantial conformance with the contract provisions.

We would also like to request that your federal regulations be immediately revised to conform to Mr. Williams' ruling so as to forestall any further incidents of this type.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Tom Edwards
L. H. Young - (Please take steps to spell this out in specs.)
F. D. Morgan - (Please alert Division Engineers of this new ruling.)
I. D. Merchant
R. D. Asburry

EAP:fr srb

FORM E-20 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 18, 1967

SUBJECT:

To:
Mr. F. B. Klaboe,
Assistant State Highway Engineer

B U I L D I N G

Last week an inspection was made of the Santiam Safety Rest Area Contract No. 6840 by Gerald Wimer, Assistant Division Engineer, and John Hegmann, Area Engineer for the Bureau of Public Roads. During the inspection, Mr. Wimer was informed that we were in violation of the 50% subcontract limitation in that we had consented to subcontracts approximating 56.5%.

Questioning disclosed that the alleged violation was due to our consent to subcontract No. 8 between Oosterwyk and Salem Blacktop Paving Company covering placing only of item 11, Asphaltic Concrete Pavement and all of item 56, Asphalt Concrete Walks and Surfacing. Prior to this subcontract, consent had been given for 7 other subcontracts and 1 sub-subcontract amounting to $124,949.00 or 41.70% altogether.

Originally Oosterwyk had requested permission to subcontract all of item 11, but was informed that consent could not be given since this would exceed the 50% limitation. He then proposed to purchase the asphaltic concrete mix from Salem Blacktop Paving, who are classified as commercial vendors and subcontract the placing only. After a discussion between John Bond, Wimer and the writer, it was determined that this could be permitted under Form PR-1273 "Required Contract Provisions, Federal Aid Contracts, Interstate Highways." Section VI, Paragraph 3 of this Form states, in part, "The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions." Based on this statement, consent was given for the subcontract involving placing only of item 11 and all of item 56.

On Thursday, January 12, I called John Girvin, Assistant Engineering Coordinator of the Bureau, and discussed this matter with him. He informed me that a "Circular Memorandum"

dated November 18, 1965 and signed by G. M. Williams stated, in part, "That when a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases of work must necessarily be considered in combination and as, in effect, constituting a single subcontract." Based on this Memorandum, he stated that our procedure was illegal. After checking our files, I advised Girvin that we had no record or knowledge of this Memorandum and requested a copy, which I received on January 19 (a copy is attached to this letter).

On Monday, January 16, Girvin requested a conference to discuss the matter. This was held Monday afternoon with John Girvin, Assistant Engineering Coordinator, John Hegmann, Area Engineer, and Bill Sageman, Engineer Trainee from the Bureau of Public Roads, and John Bond and the writer from the Highway Department. After presenting our reasons for consenting to the subcontract, they partially agreed that, under the current specifications, we were correct, but in view of the above mentioned Circular Memorandum, they could not concur in our actions. Mr. Girvin also stated that the Highway Department had not been previously furnished with a copy of the Memorandum. Girvin also said he would contact the Regional Office and present our case. He phoned later to say that he had discussed the matter with B. J. McClarty, Assistant Regional Engineer, who in turn talked to Mr. French, Regional Engineer. Their reaction was that, due to our lack of knowledge of the Memorandum, we had acted properly, but in view of the Memorandum, they had no choice but to declare us in violation, but would consider favorably a request from the Department to waive the 6.5% over-run of the subcontract limitation in this case. A rough draft to the Bureau requesting this waiver is attached for your consideration.

In view of the fact that we have now been made aware of the Circular Memorandum, it would appear necessary to advise our field personnel of the ruling so that we will not be "caught" again. Also it is believed that our specifications must be revised to incorporate this ruling so that our contractors are fully advised of our position in the matter. The practice of a contractor issuing a purchase order for materials from a commercial vendor, and then subcontracting the placing has been common for years. Reinforcing steel in structures is one of the most prevalent.

F. D. Morgan
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:fr

cc: R. D. Asburry
I. D. Merchant

RECEIVED
JAN 19 1967
OFFICE OF
STATE HIGHWAY ENGINEER

To: Ed Seitz
Extra Copy

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
WASHINGTON, D.C. 20235

Rec 11-13-67

November 18, 1965

CIRCULAR MEMORANDUM TO: Regional and Division Engineers

FROM: G. M. Williams, Director of Engineering and Operations
32-34

SUBJECT: Subcontracting

Some questions have been raised regarding the basis of establishing costs of subcontracted work for the purpose of assuring compliance with the subcontracting limitation of Section 1.21 of the Regulations. The percentage of subcontracted work should be based on the contract, rather than subcontracting prices. If only part of a contract item is sublet, its proportional value should be determined administratively on the same basis. This is done even when the part not sublet consists only of procuring the materials. However, when a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases of work must necessarily be considered in combination and as, in effect, constituting a single subcontract. A contrary ruling would open the door to widespread circumvention of the intent and purposes of Section 1.21 of the Regulations.

States operating contrary to the above policy should be acquainted with the interpretation which should be observed hereafter.

FOR FILING
1-1(5)-47
6240

February 2, 1967

Mr. G. Robert Wells
Hayes, Wells & Hilger
502 Kirkham Building
Seattle, Washington 98104

Dear Mr. Wells:

Reference is made to your letter of January 25 concerning several projects under contract to the Eastburgh Materials, Inc.

I understand that Mr. John Bond of our Department has contacted you and has explained the difficulties encountered with each of the contracts. I trust that the information he has provided you with will serve your purposes for now.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

FBK:ars

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe - 4777
F. D. Morgan (Att: John Bond)

FORM E-30X—TOH—7-66

SP°23657-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1967

To: MEMO TO THE FILES

SUBJECT: Oosterwyck Nurseries Contracts

At Mr. Klaboe's request, the contents of Mr. G. Robert Brain's January 25 letter to Mr. Cooper were discussed with Mr. Brain by telephone February 1. The current status of the records and payments on six projects were discussed as follows:

Contract No. 6730: Cabin Creek Rest Area (Bridge Division)

I advised Mr. Brain that the contractor's PR-47 form was just received January 30. I had previously learned that the Resident Engineer was holding the semifinal data, waiting for the return of some late price agreements which had been submitted to the contractor for the second time after the first ones were apparently lost. Mr. Brain advised that all but one of these had just been returned to the Resident, and he had written to him about one that was still in question. The division office has requested the Resident to submit the field data promptly for checking without any further delay.

Contract No. 6735: Gettings Creek Rest Area

I advised that the final voucher was mailed to the contractor December 6, 1966 and has not been returned. Mr. Brain seemed completely surprised by this, and said he would look for it immediately.

Contract No. 6746: Bridal Veil-Cascade Locks-The Dalles

The final voucher was mailed to the contractor January 12, 1967 and has not been returned. Mr. Brain was also going to look for this one. (Office Engineering is also waiting for Bureau of Public Roads acceptance, which was requested January 10. Actual final payment cannot be made until this is received.)

Contract No. 6840: Santiam Rest Area

This project was just completed December 31. Field data has not yet been submitted, but Mr. Brain seemed to understand that some additional time for this is still justified. His main concern on this project was the liquidated damages in the amount of $2,300 for late completion. I advised Mr. Brain that we had the time request in the office and had just started working on it, but that it would appear that we would recommend some time extension. I explained that this would have to go to the Bureau of Public Roads for their approval. The PR-47 has not yet been submitted on this project either.

In addition to the above completed projects, the two current ones on which this firm is contracted were also discussed:

Contract No. 6819: Cornelius Pass-Barnes Road

Mr. Brain's main concern was whether liquidated damages for time would continue to be deducted during the current ordered stop work period. I advised that they would not be after January 6, the effective date of the stop work order, until Resume Work is ordered.

Contract No. 6828: Corvallis Section

The two items of concern were the liquidated damages and the shrub container problem. Damages are still continuing to accrue because the contractor has not removed the containers from the shrubs which were planted. Mr. Brain had just recently written a 4-page letter on this subject, which is being forwarded to Mr. Astrup for further advice as to our position in this argument. Mr. Brain indicated that the contractor would be agreeable to removing the containers, under protest, as soon as the slopes and planting areas were dry enough to do this; but as he states in the above-mentioned letter, they believe the plants are already getting established and that more harm than good would be done now in lifting the plants to remove the containers. This is basically a horticultural practice problem for which we must rely on Mr. Astrup for expert advice.

At this point, Mr. Brain agreed that the conference he suggested would be premature at this time and would serve no purpose as far as several of the projects are concerned.

John A. Bond
Staff Assistant

JAB:sg
cc: F.B. Klaboe

LAW OFFICES
MERGES, BRAIN & HILYER

EDWARDS E. MERGES
G. ROBERT BRAIN
GALE P. HILYER, JR.

902 NORTON BUILDING
SEATTLE, WASHINGTON 98104
MAIN 2-1244

January 25, 1967

State of Oregon
Department of Highways
Salem, Oregon 97310

Attention: Mr. Forrest Cooper
Director of Highways

Gentlemen:

At the present time, Oosterwyk Nurseries, Inc. has completed four projects with the Oregon State Highway Department and two more are in the process of being completed as weather conditions permit.

As to the projects that have been completed, these have been finalized as far as the work is concerned from one to six months ago, but final settlement between the contractor and the State of Oregon has not been completed.

At the present time, the contractor has tied up a considerable amount of working capital in these projects which is causing extreme hardship to the contractor and has caused him to lose a considerable amount of money in interest.

In addition to this, some of the creditors and subcontractors are in the same position of being caused extreme hardship due to the fact the monies are not available to make payment to them.

In many instances, it is impossible for us to pay any subcontractors until the final estimate is arrived at because under the contracts as I interpret them, if we pay the amounts submitted by the subcontractor and the State of Oregon accepts a lesser amount, it leaves us without a remedy to recover the monies paid.

We feel that it is becoming necessary on our behalf and on behalf of subcontractors that the problem of closing these

be dispensed with as soon as possible.

We would like to suggest a system we have used in the State of Washington and which we feel would satisfactorily work and that is a meeting be set at the Oregon State Highway Department in Salem, Oregon at a mutually satisfactory time. At that meeting should be the necessary representatives of the projects now finished or under construction and we submit that included in that list should be the following persons:

Mr. Howard Harris, Resident Engineer, Cabin Creek Project

Mr. Harley Mayfield, Resident Engineer, Gettings Creek

Mr. George Wirrick, Resident Engineer, Santiam Project

Mr. L. L. MacIntyre, Resident Engineer, Corvallis Project

Mr. Roy Pyle, Resident Engineer, The Dallas & Cornelles Pass Project

and such other members of your Department as are necessary to make a final determination.

We suggest that all problems involved in all of these projects be thoroughly discussed and disposed of.

Would you please call my office and arrange a date satisfactory to all concerned. Oosterwyk Nurseries will bring with them all information and all data that could possibly help in furthering this matter.

I think you see that this is an urgent matter. We feel extremely responsible to our subcontractors who are suffering an investment of working capital in these projects which they should not be required to continue to invest.

Hoping to hear from you as soon as possible.

Very truly yours,

G. ROBERT BRAIN

GRB:sm

RECEIVED
FEB 15 1967

I-5 41(-1) 241

6840

February 6, 1967

Kobin & Meyer
314 Oregon Bank Building
Portland, Oregon

Attention: Norman B. Kobin

Dear Mr. Kobin:

RE: OUR FILE NO. B 42 SC 74288 RG - OUR ASSURED: OOSTERWYK NURSERIES, INC. - BOND ON STATE OF OREGON CONTRACT NUMBER 6840

Thank you for your letter of January 17th regarding the unpaid account of your client, the Floyd Grahm Construction Company, with Oosterwyk Nurseries, Inc., our Principal on the above Bond.

As this Bond was given pursuant to Sections 279.310 to 279.320 inclusive, and 279.510 of the Oregon Revised Statutes and Amendments, reference is made to these Statutes and Amendments in connection with the coverage provided by the Bond.

We have begun an investigation of this matter. Meanwhile, since our present information is limited, you will appreciate that our attention to this should be considered as without prejudice to the position of any party.

Sincerely,

Lawrence D. Delk
Claim Representative

pts

cc: Mr. F. Query, State of Oregon Highway Department
Mr. Paul Huntzinger, Seattle Bond Claim Department
Home Office Bond Claim Department

NOTED
F. QUERY

RECEIVED
FEB 14 1967
OREGON
STATE HIGHWAY COMMISSION

Ætna
LIFE & CASUALTY
Casualty & Surety Division
1201 S.W. Twelfth Avenue
Portland, Oregon 97205
222-9111

RECEIVED
FEB 15 1967

1-4(11)-141

6840

February 6, 1967

DeArmond, Sherman & Barber
687 Court Street, N. E.
Salem, Oregon

Attention: Mr. Robert W. DeArmond

Gentlemen:

RE: FILE NO. B 42 SC 74288 RG - OUR ASSURED: OOSTERWYK NURSERIES, INC. - BOUND ON CONTRACT 6840 WITH THE STATE OF OREGON

Thank you for your letter of December 21, 1966, regarding the unpaid account of your client, Salem Blacktop Paving Company, Inc., with Oosterwyk Nurseries, Inc., our Principal on the above Bond.

As this Bond was given pursuant to the provisions of Sections 279.310 to 279.320 inclusive, and 279.510 of the Oregon Revised Statutes and Amendments, reference is made to these Statutes and Amendments in connection with the coverage provided by the Bond.

We have begun an investigation of this matter. Meanwhile, since our present information is limited, you will appreciate that our attention to this should be considered as without prejudice to the position of any party.

Sincerely,

Lawrence D. Delk
Claim Representative

pts

cc: Mr. F. Query, State of Oregon Highway Department
Mr. Paul Huntzinger, Seattle Bond Claim Department
Home Office Bond Claim Department

C. W. HEAD

J. K. WEATHERFORD, (1875-1933)
MARK V. WEATHERFORD, ((1910-1964))
J. K. WEATHERFORD
DAVID M. THOMPSON
HARRISON M. WEATHERFORD
JOHN B. HORTON
JAMES H. JORDAN

RECEIVED
FOR FILE

I-5-4(39) 241

6840

WEATHERFORD, THOMPSON, HORTON & JORDAN
ATTORNEYS AT LAW
130 W. FIRST AVE.
ALBANY, OREGON

POST OFFICE BOX 447
PHONE 926-2866

February 2, 1967

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Oosterwyk Nurseries
12420 Juanita Drive
Kirkland, Washington

State of Oregon
State Highway Department
Salem, Oregon 97310

Aetna Casualty and Surety Company
1201 S. W. Twelfth Avenue
Portland, Oregon 97205

Re: Albany Rock Products and
M. O. Salmon v. Oosterwyk
Jobs Nos. 6840 and 6828

Gentlemen:

Mr. M. O. Salmon of Albany Rock Products has requested us to write to you on his behalf. The balances due on the above jobs are long overdue and should be paid immediately.

Demand is hereby made upon you for the following sums:

Albany Rock Products, No. 6840 - $11,104.86
plus interest at 6% per annum from October 21, 1966.

M. O. Salmon, Job No. 6840 - $2,836.24 plus
interest at 6% per annum from October 16, 1966.

M. O. Salmon, Job No. 6828 - $13,086 plus
interest at 6% per annum from November 10, 1966.

Relying on your letters, we are proceeding on the assumption that no further formal claims are necessary by Mr. Salmon or Albany Rock Products. If this is not the case, will you please advise me immediately.

I have recommended to Mr. Salmon that he file suit for collection of these accounts unless payment is received forthwith.

Very truly yours,

RECEIVED
FEB - 3 1967
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

JHJ:bd
cc: Aetna Casualty (Eugene)
cc: Mr. Salmon

James H. Jordan

RECEIVED
FEB 8 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FILED
FEB 2 1967
CLAY MYERS
SECRETARY OF STATE

Claim File No. 4276

I-5-4(30) 241

6840

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
FEB 2 10 52 AM '67
CLAY MYERS
SECRETARY OF STATE

February 1, 1967

Albany Concrete Products, Inc.
Route 2, Box 62
Albany, Oregon

ATTN: James H. Hecks

Gentlemen:

This is to acknowledge receipt of your claim letter of January 28 stating that Oosterwyk Nurseries, Inc., owes you $5,246.95 for materials. You state this was furnished on the Oosterwyk Nurseries, Inc., Contract No. 6840 for improvement of the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland 97204, furnished the performance bond on this contract, which is given to assure completion of this job and payment of all bills incurred in it. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

We would appreciate hearing from you when your claim has been paid.

Very truly yours,

NOTED ON CARD

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
FEB 3 1967
OREGON
STATE HIGHWAY COMMISSION

cc Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.

Glenn Jackson
David Simpson
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

C. W. HEAD

# Albany Concrete Products, Inc.

Excavating • Land Clearing • Street Work
Ready-Mix Concrete • Sand • Gravel • Loam

Route 2, Box 62 WA 8-8123 Albany, Oregon

January 25, 1967

Mr. Floyd Query
Oregon State Highway Dept.
Salem, Oregon

Re: Contract 6840

Dear Mr. Query.

This is to inform you that Oostrwyk Nurseries, Kirkland, Washington, has not paid his account due us for material supplied by us between the dates of July 1, 1966 and November 15, 1966 at the Santiam Rest Area Project in Marion County. The balance remaining is five thousand one hundred ninety-five dollars ($5,195.00) plus interest of $51.95 for a total of five thousand two hundred forty-six dollars and 95 cents ($5,246.95). Frequent phone calls to Mr. Oostrwyk have been fruitless

Would you please forward this information to the bonding company.

Yours very truly,

James H Wecks

JAMES H. WECKS

RECEIVED
JAN 27 1967
OREGON
STATE HIGHWAY COMMISSION

ALBANY CONCRETE PRODUCTS
(NYGREN ROAD)
ROUTE 2, BOX 62
ALBANY, OREGON

RECEIVED
JAN 30 1967
FOR FILING

T 4(-1)241

6740

1324

January 27, 1967

Mr. Dale L. Turnidge
Route 1, Box 223
Jefferson, Oregon 97352

Dear Mr. Turnidge:

As promised in our January 10 letter, we have had the matter of fence placement between your property and the Santiam Safety Rest Area studied.

You are certainly correct that this fence has been constructed with a slight encroachment onto your property. For this we must apologize.

It is understood that you are agreeable to an exchange of properties at no cost to either party. As we must deal on the basis of appraisal valuations, there may be a necessity for some reimbursement or compensation. The exchange would involve your deeding to us the areas of encroachment westerly from and including the jog in our common east-west property line. In return, we would deed you the portion of your old access road within our ownership easterly of the aforementioned jog. The deed from us would clearly state that we conveyed you no access rights. It also would in some manner release the Highway Department from any further responsibility relative to that portion of this old roadway.

The necessary descriptions and option are being prepared. You will soon be contacted by our Right of Way representative. Realizing your concern for getting the fence moved as soon as possible, we will relocate the segment involved in the parcel to be returned to you immediately after an option is secured from you. This with the understanding that we must be successful in getting Federal concurrence for the fence to permanently remain in the new location.

Formal approval of the Federal Bureau of Public Roads and State Highway Commission will then be required before actual deeds can be executed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
D. H. Moehring
R. D. Asburry
George Wittick (Enc.)
H. C. Johnson

GW:nn/JAB:sg srb

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Morelock
Trout
SP-25687-784
Scott
Wills
Litchfield
Olson

RECEIVED
JAN 3 1967
CONSTRUCTION
DIVISION

FORM E-30X—BOH—7-66

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
January 24, 1967

SUBJECT: Assignment FEK 1324

To: Mr. F. D. Morgan
Construction Engineer
D e p a r t m e n t

Returned herewith the portion of your file handed back to me yesterday on the subject matter.

As instructed by you and F. B. Klaboe, Ted Dec and John Girvin of the local BPR office were contacted and the problem of our easterly Santiam Safety Rest Area fence encroaching on the Dale L. Turnidge and Ralph Nelson properties was thoroughly reviewed. They saw no objection to the exchange of properties as proposed by Turnidge and are willing to recommend same. This should be sufficient approval for our proceeding to allow Turnidge the use of the area we are to deed to him as quickly as the Highway Commission approves the exchange. Would you please arrange to have Klaboe present this to the Highway Commission at their January 31, meeting? He will need this information today if this matter is to appear on the agenda for that meeting.

Appraisals of the various parcels involved will need to accompany our formal request for the BPR to approve this exchange. Would you also please arrange for this?

We should relocate the section of fence that will require relocating before the BPR has an opportunity to formally approve this exchange in order to keep Turnidge happy. On this basis the BPR will not participate in the State Force Order.

A rough draft reply to Turnidge based on the above is attached.

R. D. ASBURRY,
Division Engineer

By ORIGINAL SIGNED BY GERALD WIMER

GERALD WIMER,
Assistant Division Engineer

GWinn
Encs.
cc: D. H. Moehring
G. W. Wirrick
H. C. Johnson

FORM E-20 DOM 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
January 23, 1967

SUBJECT: Assignment FBK 1324

To: Mr. F. D. Morgan
Construction Engineer
D e p a r t m e n t

The fence Dale L. Turnidge wrote about January 4, is the one that was recently constructed under Price Agreement No. 2 on the Santiam Safety Rest Area Contract 6040. The fence was to be on the northerly and easterly property lines of the easterly rest area. Turnidge adjoins us to the north. Ralph Nelson adjoins us to the east.

The fence was staked and erection commenced on the basis of a survey completed prior to George Wirrick's being assigned as resident engineer on this project. When the posts were in place Mr. Turnidge brought to the attention of Wirrick that we possibly were encroaching a few feet onto his property. He asked that the matter be studied. Wirrick promised that this would be done but due to the time problem and the contractor on the contract he told Turnidge that we would complete the fence and if any modifications were necessary they would be done afterward with state forces.

The problem of locating the actual property line on which this fence between us and Turnidge should be located is complicated by the fact that there are no existing property corners on this line which is the southerly line of the George Helm DLC. The southwesterly corner of that DLC is re-establishable and was re-established from ties to our highway centerline. The fence apparently was constructed on a line between this southwest corner and an offset point at the easterly edge of our property so abviously we are encroaching upon Mr. Turnidge's property and some adjustment is necessary.

In the easterly portion of the encroachment he has indicated to Wirrick that we have contaminated his field and as far as he is concerned he would rather we acquire this encroachment, preferably by an exchange of properties. The easterly portion of the encroachment involves a portion of the old access road he had through the rest area. We acquired .72 of an acre and all access rights to this roadway for $7,000 under Marion County Circuit Court Judgment 56569 as recorded in our R/W File 36684. One of the stipulations we made in this condemnation was "that the plaintiff agrees that it will take no action on its part so as to reduce the elevation of the roadway constructed by the defendants on plaintiff's adjoining real property to the south, which said roadway is now being used by the defendants under a permit from the plaintiff". Turnidge has asked that we deed back to him this

APPROVED

[signature]
Construction Engineer

P. D. Wright
Page Two
January 24, 1967

...with our retaining all rights of access in exchange for the ...rade of the embankment which ... contaminated his field. It would be desirable to do this from several standpoints:

1. If he cannot use this old road he will have to build a new one, taking up a portion of his field, in order to fertilize, spray and otherwise maintain the westerly portion of his fields at this season of the year;

2. It is inappropriate for us to own this old roadway, which is elevated and serves as an overflow dike during flood periods, but yet have no obligation to maintain it nor any provision in our deeds for ...ings to enter our property to maintain it to the elevation that presently exists;

3. This old roadway will be difficult to maintain in keeping with the landscaping in the rest area proper and will likely be screened off by plantings anyway so we, in effect, have no need for it.

...efore, it is recommended that the exchange proposed by Turnidge ... executed. A sketch showing this proposal is attached, as well as ... consisting of three pages of field notes; two sheets ... Marion County Road District No. 30 Survey No. 506 dated ... 29, 1912, a print of Oscar Cutler's January 2, 3 and 4, 1914, ... of the southwesterly portion of Section 34, Tp. 9 S., R 3 W.; ... copy of Marion County deed recorded Volume 461 Page ... covering Ralph and Dora D. Nelson's portion of real property from ... P. and Frances Grizzel, and descriptions as prepared by Wirrick's office describing in detail our proposed takings from Turnidge and Nelson and the parcel to be deeded to Turnidge. These are based upon establishing the aforementioned DLC line by re-establishing the next previously surveyed property corner easterly of our property. This point is described as No. 3 in Oscar Cutler's survey. This re-establishment was done by coming from his Point No. 4 a short distance to the north. It tends to be confirmed by an existing bearing tree from Point No. 3. It would have been desirable for our description to have been based upon the highway centerline but unfortunately it was not and, therefore, we are involved with re-establishing some old property corners which it would have been desirable to have avoided.

As a further complication we also fenced 80' too far to the east onto Nelson's property. This 80' previously was nothing but a brush patch and he has indicated to Wirrick that he will give us this 80' at no cost. Therefore, it is further recommended that this 80' strip be accepted from him to avoid the necessity of relocating our fence.

F. D. Morgan
Page Three
January 23, 1967

He will also allow us to keep a weed patch from developing just over our property line. Also, apparently we failed to secure the easement needed from Nelson for the right bank of the Santiam River revetment that was performed under the aforementioned contract. This easement is described in R/W File 38198 and should be secured at the same time a deed is secured from Nelson for the 80' strip he is giving to us.

State Force Order No. 5 on the aforementioned contract is also attached to cover the fence relocation that will be necessary under the above recommendations.

Turnidge is quite anxious to have the roadway made available to him. Your prior approval is, therefore, requested.

R. D. ASBURRY,
Division Engineer

By

GERALD WIMER,
Assistant Division Engineer

GW:nm
Encs.
cc: D. H. Moehring (with encs)
G. W. Wirrick (with enc.)
H. C. Johnson (with enc.)

RECEIVED
JAN 10 1967
FOR FILING

January 10, 1967

na

1324

Mr. Dale L. Turnidge
Jefferson,
Oregon

Dear Mr. Turnidge:

We are in receipt of your letter of January 4 regarding an alleged misplacement of right of way fence at the Santiam Rest Area on I-5 at the Santiam River.

We will have this problem fully investigated and be in further communication with you in the not too distant future.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

VDW:mc

bc Forrest Cooper
R. L. Porter
F. B. Klaboe

4659

Jefferson, Oregon
January 4th, 1967

JAN 9 67

REFERRED TO
Admin
BY SECRETARY

Oregon State Highway Department
State Highway Building
Salem, Oregon 97210

Dear Sirs,

In September, 1966 the contractor who built the park on Interstate 5 at the Santiam River constructed a fence along the North boundary of the East Park. This boundary, according to our agreement, should be the South boundary of my farm.

Instead, the fence was located 15 feet North of the property line and thus fences that much of my property into the park.

Immediately upon discovery of this error, and before wire was stretched onto the posts, I consulted with the State Inspector on the job. He referred me to Mr. George Wirrick, Resident Engineer, in Albany.

Mr. Wirrick met me at the site with his assistants and discussed the problem with me. He said they would check it out when they found time. In the meantime he instructed the contractor to proceed with stringing wire and assured me that if research proved the fence was improperly located it would be moved to the correct position.

I furnished blueprints which gave the angle and distance from a blaze on a tree to the corner which marks the division between my property and the park. They made no effort to measure this and check it. I finally did so myself and discovered a rock monument right where the corner was blueprinted in 1914.

I informed Mr. Wirrick of my discovery and he came out and looked at it. They did considerable checking but since then nothing has been done to correct the improperly located boundary fence.

Finally, I went to the County Surveyors office and discovered the cause of the error. The Highway Survey crew had measured from the center of a 30 foot roadway instead of from the edge thus creating a 15 foot error. I came home, measured over 15 feet and found the stake they should have measured from just as it was described on the blueprint of the 1914 survey and again on the 1922 county survey when the county installed the road.

Now this situation has existed for 4 months. My access road to the field has been closed since construction began. I will have to replace it. Yet where? Within a month I must apply 20 tons of fertilizer to that field. How am I to get it there without a road? Must I go to court to get back what is rightfully mine?

I would appreciate hearing from you as soon as possible on this matter.

Very truly yours,

Dale L. Turnidge

cc: Mr. George Wirrick

RECEIVED
JAN 9 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN - 9 1967
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X SOM 7-66

RECEIVED
JAN 13 1967
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FILED
JAN 12 1966
CLAY MYERS
SECRETARY OF STATE

RECEIVED
JAN 12 0 36 AM '67
CLAY MYERS
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 11, 1967

Claim File
No. 4910

Roy Peterson Plumbing & Heating Co.
1344 Hilyard Street
Eugene, Oregon 97401

Gentlemen:

This is in reply to your claim letter of January 6, stating that Oosterwyk Nurseries, Inc., owes you $2,799.85 for material and labor. From the description given, this appears to be in connection with the Oosterwyk Nurseries, Inc., Contract No. 6940 for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, Oregon 97204, furnished the performance bond on this contract. It is given to assure completion of the project and payment of all bills incurred in it. We will advise them of the receipt of your letter and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

CC Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Glenn Jackson
David Simpson
Hon. H. Clay Myers

Please acknowledge receipt of this claim on the attached copy of this letter.

NOTED
C. W. HEAD

RECEIVED
JAN 13 1967
OREGON
STATE HIGHWAY COMMISSION

# Roy Peterson

## PLUMBING & HEATING CO.

ROBERT SAVAGE, Owner

"A PLUMBING SHOP AT YOUR DOOR"

345-1241

1344 HILYARD STREET

EUGENE, OREGON 97401

Jan. , 1967

Secretary of State of Oregon
Highway Commission
State House Building
Salem, Oregon 97310

Attention: Mr. Floyd Ker

Gentlemen:

Notice is hereby given that the undersigned, Roy Peterson Plumbing and Heating Co., has a claim for plumbing material furnished and labor performed in the sum of $2,709.00 against the bond taken from Peterson Nurseries, Inc., and Home Casualty Company for the Sandlam Valley West Area Project.

Roy Peterson Plumbing Co.

By Robert E. Savage
Robert E. Savage, Owner

RECEIVED
JAN 10 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 16 1967
FOR FILING

STATE COPY

FORM E-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-4(39) 241

114

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 6, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 31, 1966, on Contract No. 6840, Santiam Safety Rest Area Section, in Marion County, in connection with Federal-Aid Project No. I-5-4(39)241.

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

NOTED
F. B. KLABOE

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date 3-7-67

Conditions noted on above date:

None

JJH

A. W. Parsons
Division Engineer

RECEIVED

Young
3-14-67

cc: Forrest Cooper
Vince Gallagher

By: [signature]
District Engineer

RECEIVED
JAN 12 1967
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. ERIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FILED
6840
JAN 1 1967
TOM McCALL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JAN 10 8 36 AM '67
TOM McCALL
SECRETARY OF STATE

January 6, 1967

Claim File
No. 4261

Porter and Bach
Attorneys at Law
858 Pearl Street
Eugene, Oregon 97401

NOTED ON CARD

Attention: Mr. Donald F. Bach

Gentlemen:

This is to acknowledge receipt of your claim letter of January 5 and attached statement of materials lost which states that Oosterwyk Nursery, Inc., owes your client, Frank Niemeyer, $484.87 for wages, tool rental, and loss of tools.

This appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6840 for improvement to the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of your claim letter and we will also forward it to the Secretary of State for filing.

[redacted]

Please let us know when your client's claim has been paid.

Very truly yours,

SIGNAL STATE
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Aetna Casualty & Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.

Hon. Tom McCall - Please acknowledge receipt of this claim on the enclosed copy of this letter.

RECEIVED
JAN 9 1967
OREGON
STATE HIGHWAY COMMISSION
C. W. HEAD

PORTER & BACH
ATTORNEYS AT LAW
EUGENE LEGAL CENTER
888 PEARL STREET
EUGENE, OREGON 97401

CHARLES O. PORTER
DONALD F. BACH

AREA CODE
503
342-1218

January 5, 1967

Oregon State Highway Commission
Salem, Oregon

Attention: Floyd Query

#6870

Dear Sir:

As attorney for Frank Niemeyer, we are submitting this as a claim against the contractor's bond of Oosterwyk Nursery, Inc., 12420 Juanita Drive, N. E., Kirkland, Washington. The total amount of Mr. Niemeyer's claim is the sum of $484.87, broken down as follows:

1. $100.00 wages due Mr. Niemeyer.

2. $ 30.00 rental of tools to Oosterwyk Nursery, Inc., by Mr. Niemeyer. (See attached itemization of lost tools and value thereof.

3. $354.87 - Loss of tools by Oosterwyk Nursery, Inc., that belongs to Mr. Niemeyer. (See attached itemization of lost tools and value thereof)

Oosterwyk Nursery, Inc., is the prime contractor for the job of building the Santiam Rest Area for the State of Oregon, approximately eight miles north of Albany, Oregon on the Santiam River. Frank Niemeyer was employed by said prime contractor on the abovementioned job and is covered by the contractor's bond.

Yours very truly,

PORTER & BACH

Donald F. Bach

DFB:mt

RECEIVED
JAN - 6 1967
OREGON
STATE HIGHWAY COMMISSION

October 28, 1966

Frank Niemeyer
4800 Thunderbird
Eugene, Oregon

Oosterwyk Nursery
Seattle, Washington

Dear Sir:

ITEMIZED STATEMENT OF MATERIALS LOST

| | | | |
|---|---|---|---|
| 1. | Three 32"5 al chain | $30.00 | $90.00 |
| 2. | Three 24" sn. chains | 22.00 | 66.00 |
| 3. | Two sprockets | 3.25 | 6.50 |
| 4. | One sprocket | 4.65 | 4.65 |
| 5. | One air filter cover | 3.00 | 3.00 |
| 6. | Five j8j plug | 1.00 | 5.00 |
| 7. | Two air filters | 1.90 | 3.80 |
| 8. | Two bar wrenches | 1.80 | 3.60 |
| 9. | One muffler top | 2.00 | 2.00 |
| 10. | Four fuel filters | 1.00 | 4.00 |
| 11. | Two starter springs | 4.90 | 9.80 |
| 12. | Two starter handles | 1.70 | 3.40 |
| 13. | Two adjustion blocks | 2.50 | 5.00 |
| 14. | Two rubber gramits | 1.50 | 3.00 |
| 15. | 100 ft. tape | 7.95 | 7.95 |
| 16. | One 18" crescent wrench | 11.95 | 11.95 |
| 17. | One vice-grip plyers | 1.98 | 1.98 |
| 18. | One 20 piece heavy duty socket set | 47.95 | 47.95 |
| 19. | Two doz. chain saw files | 1.18 | 28.32 |
| 20. | One tool box | 9.00 | 9.00 |
| 21. | Ball pien hammer | 3.10 | 3.10 |
| 22. | One pair full view goggles | 3.19 | 3.19 |
| 23. | Two screwdrivers | 1.19 | 1.19 |
| 24. | One allen set of wrenches | 1.39 | 1.39 |
| 25. | One rib groove plyers | 3.89 | 3.89 |
| 26. | One spark plug socket | 1.21 | 1.21 |
| 27. | One can starter fluid | 1.25 | 1.25 |
| 28. | Oiler parts | 17.50 | 17.50 |
| 29. | Choke spring | 3.50 | 3.50 |
| 30. | Replace gas cap | 1.75 | 1.75 |

RECEIVED
JAN - 6 1967
OREGON
STATE HIGHWAY COMMISSION

Frank Niemeyer

FN:nlt

Smead
No. 2-152-5LK
HASTINGS, MINN. - LOGAN, OHIO U.S.A.

I-5-4(29)241 Santiam Safety Rest Area 1/00
Sec., Pacific Hwy. Rest Area
#6840 Improvement) #1

RECEIVED
DEC 27 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
DEC 23 9 21 AM '66
TOM McCALL
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Claim File No. 4261
FILED
DEC 23 1966
TOM McCALL
SECRETARY OF STATE
I 5-4 (39) 241
6610

December 21, 1966

Floyd Gruhn Construction Co.
P. O. Box 218
Lebanon, Oregon 97355

Gentlemen:

This will acknowledge receipt of your claim letter of December 16 informing us that Oosterwyk Nurseries, Inc., owes you $8,251.63 for general excavation and riprap work.

This appears to be in connection with the Oosterwyk Nurseries, Inc., Contract No. 6840 for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clark, 321 Yeon Building, Portland, furnished the performance bond on this contract. We will advise them of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

Very truly yours,

NOTED ON CARD

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
DEC 27 1966
OREGON
STATE HIGHWAY COMMISSION

cc Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Glenn L. Jackson
David B. Simpson
Hon. Tom McCall - Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

Phone 258-4414

**FLOYD GRAHM Construction Co.**

P. O. Box 215
Lebanon, Oregon
97355

Dec. 16, 1966

Oregon State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned, Floyd Grahm Construction Co., has a claim for subcontract construction on contract number 6840, said subcontract being for the general excavation and rip-rap work at Santiam Safety Rest Area, and balance due being $8,251.63, against the prime contractor, Oosterwyk Nurseries Inc., and their agent, Aetna Casualty and Surety Co.; their contract being for the construction of a rest area and revetment.

Signed, Floyd Grahm Construction Co.

by Floyd Grahm
Floyd Grahm, President

RECEIVED
DEC 21 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 12 1966
FOR FILING

I-4(39)241

6840

December 8, 1966

Mr. M. O. Salmon
Route 1, Box 232K
Albany, Oregon

Dear Sir:

Re: Oosterwyk Nurseries
Contract 6840

Thank you for your letter of November 25, a copy of which was sent to us by the Oregon State Highway Commission and refers to an unpaid bill in the amount of $2,836.24.

I am certain that Oosterwyk is capable of and has full intentions of paying his accounts.

I have asked our Seattle office to contact Oosterwyk to determine the reason for the delay and also to find out when payment may be expected.

Please feel free to call me if further question arises.

Yours very truly,

H. R. Fields, Supervisor
Claim Department

HRF:as

cc. Oregon State Highway Commission
Attention: Mr. Floyd Query, Secretary
State Highway Dept.
Salem, 97310
cc. Seattle, Wash., Claims.
cc. Paul Huntsinger, Bond, Seattle
cc. HO Claims

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
DEC 1 2 1966
FOR FILING

Ætna
LIFE & CASUALTY
151 Farmington Avenue
Hartford, Connecticut 06115

6840

December 8, 1966

Albany Rock Products
Route 1, Box 232K
Albany, Oregon

Gentlemen:

Re: Oosterwyk Nurseries
Contract 6840

Thank you for your letter of 11-25-66 which was forwarded to us by the State of Oregon Highway Department and describes an unpaid bill in the amount of $11,104.86.

I am certain that Oosterwyk is capable of and has full intentions of paying his accounts.

I have asked our Seattle office to contact Oosterwyk to determine the reason for the delay and to find out when payment will be made.

Please feel free to call me if further question arises.

Yours very truly,

H. R. Fields, Supervisor
Claim Department

HRF:ae

cc. State of Oregon
State Highway Dept.
Attention: Mr. F. Query, Secretary
Salem, Oregon 97310
cc. Seattle, Wash, Claims.
cc. Paul Huntzinger, Seattle Bond
cc. HO Claims

NOTED
FLOYD QUERY

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD



Ætna Life Insurance Company/ The Ætna Casualty and Surety Company/ The Standard Fire Insurance Company

RECEIVED
DEC 13 1966
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6141
FILED
DEC 5 1966
TOM McCALL
SECRETARY OF STATE

Claim Dill
M. 4255

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
DEC 5 3 48 PM '66
TOM McCALL
SECRETARY OF STATE

December 2, 1966

Albany Rock Products
Route 1, Box 232K
Albany, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter dated November 23 stating that Oosterwyk Nurseries owes you for crushed rock in the amount of $11,104.86.

From the description given, it appears that the contract to which you refer is our Contract No. 6840, awarded to Oosterwyk Nurseries, Inc., for improvement of the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, Oregon 97204, furnished the performance bond on this contract which was given to assure completion of the contract and payment of all bills incurred in it. We will advise them of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing.

Please let us know when your claim has been paid.

NOTED ON CARD
wh

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
DEC 1966
OREGON
STATE HIGHWAY COMMISSION

cc Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Glenn Jackson
David Simpson
Hon. Tom McCall

Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

M. O. SALMON MORSE BROS.

# ALBANY ROCK PRODUCTS

*Excavating, Sand, Gravel, Asphalt Paving*

ROUTE 1, BOX 232K PHONE WABASH 8-3031

ALBANY, OREGON

November 23, 1966

To: State Highway Department
Salem, Oregon

Re: Contract #6840
Against : Oosterwyk Nurseries
12420 Juanita Dr.
Kirkland, Washington

Notice is hereby given that the undersigned, Albany Rock Products, Rt.#1, Box 232K, Albany, Oregon has a Claim for Crushed Rock delivered and picked up for above Job between the dates of August 26, 1966 and September 21, 1966 for the sum of Eleven thousand one hundred and four dollars and eighty six cents ($11,104.86) against the Bond taken from the Aetna Casualty & Surety Co., Robert B. Clarke, Agent, 321 Yeon Bldg, Portland, Oregon for the work of building the Santiam Safety Rest Area in Marion County Oregon.

Albany Rock Products

by M. O. Salmon

President

RECEIVED
DEC - 1 1966
STATE HIGHWAY COMMISSION

RECEIVED
DEC 13 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FILED
DEC 5 1966
TOM McCALL
SECRETARY OF STATE

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
DEC 5 3 48 PM '66
TOM McCALL
SECRETARY OF STATE

December 2, 1966

Claim File
No. 4356
6 7 4 1

Mr. K. O. Calson
Route 1, Box 232K
Albany, Oregon

Dear Mr. Calson.

This is in reply to your claim letter of November 28, stating that Oosterwyk Nurseries owes you $2,136.24 for equipment rental and pit run rock.

This appears to be in connection with the Oosterwyk Nurseries, Inc., Contract No. 6640 for improvement of the Jandina Safety Rest Area on the Pacific Highway in Marion County.

The surety on this project is the Aetna Casualty and Surety Company through Robert B. Clarke, 521 Yeon Building, Portland, Oregon 97204. We will advise them that your claim letter has been received and we will also send it to the Secretary of State for filing.

Please advise us when your claim has been paid.

NOTED ON CARD
wbs

Very truly yours,
ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
DEC 1966
OREGON
STATE HIGHWAY COMMISSION

c Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Glenn Jackson
David Simpson
Hon. Tom McCall

Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

ROUTE 1, BOX 232K

PHONE WABASH 8-3031

# M. O. SALMON

EXCAVATING CONTRACTOR

SHOVELS - CAT LOADERS - BULL DOZERS

ROAD GRADERS - CARRY ALL SCRAPERS

DUMP TRUCKS - SAND - GRAVEL

ALBANY, OREGON

November 25, 1966

Oregon State Highway Department
Office of the Comptroller
Salem, Oregon

Dear Sir:

Enclosed please find three notices of Claim to be filed against Oosterwyk Nurseries for Contracts # 6840 and 6828.

These are made out according to ORS 279.526 as near as we can ascertain.

Sincerely,

M. O. Salmon

M.O. Salmon

2cc Office of the Comptroller
Aetna Casualty & Surety Co.

NOTED
C. W. HEAD

Keep Query
till I get back
from Salem.

RECEIVED
OCT - 1 1966
OREGON
STATE HIGHWAY COMMISSION

ROUTE 1, BOX 232K

PHONE WABASH 8-2031

MAY 25 1967
TOM McCALL
SECRETARY OF STATE

Claim #4216

# M. O. SALMON

EXCAVATING CONTRACTOR

SHOVELS - CAT LOADERS - BULL DOZERS

ROAD GRADERS - CARRY ALL SCRAPERS

DUMP TRUCKS - SAND - GRAVEL

ALBANY, OREGON

RECEIVED
DEC 5 3 49 PM '66
TOM McCALL
SECRETARY OF STATE

November 23, 1966

To: State Highway Department
Salem, Oregon

Re: Contract # 6840
Against: Oosterwyk Nursreies
12420 Juanita Dr.,
Kirkland, Washington

Notice is hereby given that the undersigned, M.O. Salmon Rt.#1, Box 232K, Albany Oregon has a Claim for the use of a Water Wagon, a Steel Wheel Roller, a Caterpillar Blade, a Caterpillar D-6 Tractor and Pit Run Rock for the sum of Two thousand eight hundred thirty six dollars and twenty-four cents ( $2,836.24) against the Bond taken from the Aetna Casualty & Surety Co., Robert B. Clarke Agent, 321 Yeon Bldg., Portland, Oregon for the work of building the Santiam Safety Rest Area in Marion County, Oregon.

M.O. Salmon

by M.O. Salmon

Owner

RECEIVED
DEC - 1 1966
OREGON
STATE HIGHWAY COMMISSION

6840

November 23, 1966

Aetna Casualty & Surety Division
800 Washington Building
Seattle, Washington 98101

Gentlemen:

As requested in your letter of November 16, we are furnishing you with the following information pertaining to the Oosterwyk Nurseries, Inc., Contracts:

Contract No. 6730
Cabin Creek Safety Rest Area
Completed: September 1, 1966
Not yet accepted
Final Contract Amount - not yet available

Contract No. 6735
Gettings Creek Safety Rest Area
Completed: September 1, 1966
Not yet accepted
Final Contract Amount - not yet available

Contract No. 6840
Santiam Safety Rest Area
Not Completed
Approximately $7,000 balance to be delivered

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:gc

11-17-66
8 a.m.

Vince —
Will you please give us info - to answer their questions. They apparently didn't like the way we filled out their forms.
Thanks,
Cec Head

Ætna
LIFE & CASUALTY

Casualty & Surety Division
800 Washington Building
Seattle, Washington 98101
624-6530

November 16, 1966

State of oregon
Department of Highways
Salem, Oregon

Attention: Mr. C. W. Head

Gentlemen:

RE. OOSTERWYK NURSERIES, INC.

We have sent to your department in the past thirty days a General Form Status Inquiry on certain jobs for Oosterwyk Nurseries, Inc. It is my understanding that these jobs have now been completed. However, in checking the status forms, it would appear that you have completed the form to make it appear as though the contracts are uncompleted.

Would you please check your department records to determine whether these jobs are actually completed. There are three principal contracts concerned; your contract numbers are 6730, 6735 and 6840. This is a routine inquiry so that we may properly adjust our internal records. If the jobs have been completed, would you so indicate. I am not concerned about the fact that you might be holding certain retainage. I would also like to know the final contract amounts on each job. If any of the jobs are not completed, and accepted, would you please indicate the approximate amount of the balance of work to be completed.

Very truly yours,

Paul J. Huntzinger

Paul J. Huntzinger, Manager
Bond Department

jk

#6730 - Completed 9-1-66
Not yet accepted
Final contract amount not yet available 11-21-66

#6735 - Completed 9-1-66
Not yet accepted
Final contract amount not yet available 11-21-66

#6840 - Not completed
Estimated completion 12-31-66
approx. $7000. yet to be Retained

RECEIVED
NOV 17 1966
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD



Ætna Life Insurance Company/The Ætna Casualty and Surety Company/The Standard Fire Insurance Company

RECEIVED
NOV 25 1966
FOR FILING
I-4(E)241
6140

THE ÆTNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT

NOVEMBER 18, 1966

RECEIVED
NOV 21 1966
STATE HIGHWAY COMMISSION

SALEM BLACK-TOP PAVING COMPANY
1815 - 22ND STREET, S.E.
SALEM, OREGON 97303

RE: BANTIAM SAFETY REST AREA- CONTRACT NO. 6840 - OOSTERWYCK NURSERIES, INC.

GENTLEMEN:

A COPY OF YOUR LETTER DATED 11-9-66 ADDRESSED TO THE STATE OF OREGON HIGHWAY DEPARTMENT HAS BEEN RECEIVED.

WE ARE CERTAIN THAT THE CONTRACTOR IS CAPABLE OF AND WILL PAY HIS OBLIGATIONS TO YOU.

WE ARE CONTACTING THE CONTRACTOR THRU OUR SEATTLE OFFICE TO DETERMINE THE REASON FOR ANY DELAY.

YOURS VERY TRULY,

M. R. FIELDS, SUPV.
CLAIM DEPARTMENT

CC: FLOYD QUERY
STATE OF OREGON HWY DEPT.

OOSTERWYCK NURSERIES, INC.

SEATTLE CLAIM

HOME OFFICE CLAIM

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

FORM E-128X 50M 7-66

RECEIVED
DEC 1 1966
COMMISSIONERS

GLENN O. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FILED
NOV 17 1966
TOM McCALL
SECRETARY OF STATE

Claim File #4234

I-5-4(13)241

6240

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
Nov 17 1 00 PM '66
TOM McCALL
SECRETARY OF STATE

Gentlemen:

This is in reply to your notice of [illegible]
informing us that Centerwyk Nurseries, Inc., has [illegible]
[illegible].

You have told it is [illegible] the contract
Nurseries, Inc., obtained [illegible] for the improvement of
the Salem-Albany [illegible] in Marion County.

The surety on [illegible] is the [illegible]
Surety Company through Robert [illegible], Inc., [illegible]
Portland 97204. We will review [illegible] receipt of your
claim letter and we will [illegible] your letter to the Secretary
of State for filing.

Please let us know when [illegible] paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

[illegible]
[illegible]

NOTED ON CARD
wlw

cc: Motor Casualty and Surety Company
Mr. Robert B. Clarke
Centerwyk Nurseries, Inc.
Commissioner
Hon. Tom McCall - Please acknowledge receipt of this
claim on the enclosed copy of your letter.

RECEIVED
DEC 1 1966
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

SALEM BLACK-TOP PAVING CO
COMMERCIAL PAVING MATERIALS
1815 22nd Street S.E. Salem, Oregon 97303

Telephone 364-4904

11-9-66

State Of Oregon
State Hwy. Dept.
C/O Floyd Omery , Secretary
Salem , Oregon

Ref: Santiam Safety Rest Area Pref: 624-1069 Contract# 6840.
Contractor Costopoulos Nurseries , Inc.
12420 Juanita Dr. N.E.
Kirkland , Washington

Sub: Claim against above named contractor for services rendered as a sub-contractor -

Dear Sirs:

We wish to have a claim filed in your office , as per telephone conversation with you Nov. 9 , 1966 , against above named contractor for the services noted below.

| | | | |
|---|---|---|---|
| 9-7-66 To 9-19-66 | 3,309.920 Tons "B" Mix ASphaltic Concrete | @ 7.80 P/T | $25,817.39 |
| 9-9-66 To 10-24-66 | 2,369.80 SQUARE YARDS PAVING Walks and arround Picnic tables | @ 1.35 P/Y | 3,199.23 |
| 9-7-66 To 9-19-66 | .820 Tons SS-1 Asphalt | @ 100.00 P/T | 82.00 |
| | | TOTAL DUE | 29,098.62 |

To date we have not recieved any portion of this money, and we would sincerely appreciate any effort to assist us in collecting monies due Salem Black Top Paving Co. Inc.

VERY TRULY YOURS

J. RAY DANIELS
President
Salem Black Top Paving Co. Inc.

wah

RECEIVED
NOV 7 - 1966
FOR FILING

I-5-4(39)241
6840

November 4, 1966

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6840, the Santiam Safety Rest Area Improvement Project on I-5 in Marion County, is anticipated. Oosterwyk Nurseries, Inc. of Kirkland, Washington, is the contractor. The original project authorization was $337,281.50. The present anticipated cost is $360,490.00, indicating an overrun of $23,208.50 or 6.9 percent. This is a Federal-aid interstate project.

The major reasons for this overrun are due to increased quantities of the bid items for topsoil and asphaltic concrete. These increased quantities were necessary in order to construct the project in conformance with the plans.

This request for an additional authorization will be presented to you at the November 22 meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

JAB/DES:sg bg

FORM E-30 SOM 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 2, 1966

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Overrun of Project Authorization
Santiam Safety Rest Area
Pacific Highway
Contract No. 6840

Attached is a report on an expected overrun of the project authorization on the subject contract. This project for roadside rest area improvements is under contract to Oosterwyk Nurseries, Inc., of Kirkland, Washington. The original project authorization was $337,281.50. The present anticipated cost is $360,490.00, indicating an overrun of $23,208.50, or 6.9 per cent.

The major reasons for this overrun are due to increased quantities for the bid items covering "furnish and place top soil" and "Class B Asphaltic Concrete". These two items exceeded the contract amount in excess of $26,000. The overruns were necessary to construct the project in accordance with the plans. The original bid items were under estimated.

It is recommended that the project authorization be increased by $23,208.50. A rough draft of a letter to the Highway Commission is attached.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB/DES:sg
Attachments

cc: L.H. Young

RECEIVED
NOV 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 1 - 1966

I-5-4(39) 241

1840

November 4, 1966

Floyd Grahm Construction Company
P. O. Box 215
Lebanon, Oregon 97355

Gentlemen:

This is in reply to your recent telephone call concerning the Oosterwyk Nurseries, Inc., Contract No. 6840, for the Santiam Safety Rest Area in Marion County.

This contract is not completed. The amount paid to date is $306,017.35 and the retainage is $14,980.29.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:gc

Form No. E-973—1036—7-65

OREGON STATE HIGHWAY DEPARTMENT

# Report on Expected Over-run of Project Authorization

Project Name Benton Safety Rest Area Date Oct. 25, 19 66

Highway Pacific Contract No. 6040

County Marion Kind of Work Improvement Contractor Osterogh Nurseries, Inc.

Contract Amount $ 299,605.78

| Expected over-runs and under-runs in contract items: | Quantity | Unit Price | Amount |
|---|---|---|---|
| Major items, itemized: | | | |
| Item # 2, general excavation unel. | - 5500 cy | 1.05 | - 5775.00 |
| # 4, embankment in place | + 2500 | 1.65 | 4125.00 |
| # 6, furnish and place topsoil | + 5630 | 3.00 | 16,890.00 |
| # 11, class "B" asphaltic concrete | + 680 T | 14.00 | 9,520.00 |
| Minor items, unitemized algebraic total | | | 3,434.22 |
| Subtotal | | | $ 328,000.00 |
| Approved work orders (Price, extra work and state force orders) | | | $ 8,490.00 |

| Expected over-runs and under-runs in work orders: | Amount |
|---|---|
| Major items, itemized: | |
| 280 # 1 flagging | - 280.00 |
| Minor items, unitemized algebraic total | - |
| Subtotal | $ 8,290.00 |
| Authorization for engineering | $ 23,984.46 |
| Expected over-run or under-run of engineering authorization | $ + 2,015.54 |
| Costs not included above (explain) 870 for breakaway signs | $ + 500.00 |
| Allowance for future contingencies (_____% of work remaining) | $ - |
| Credits to come from transfers and deductions liquidated damages | $ - 2300.00 |
| Present estimate of project cost | $ 360,490.00 |

APPROVED BY STATE HIGHWAY COMMISSION DATE 11-22-66

Brief Statement of principal causes of over-run:

Additional embankment, topsoil, and asphaltic concrete needed to construct acceptable job.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | | Space to right of this line is for use of Salem office. |
|---|---|---|
| Project authorization . . . . | $ 337,281.50 | |
| Present estimate of project cost | $ 360,490.00 | |
| Expected over-run (Amount) | $ 23,208.50 | |
| Expected over-run (per cent) | 6.9 % | |

Submitted by: George N. Warnick Resident Engineer

Noted by: _____ Construction or Bridge Engineer

Confirmed by: _____ Division Engineer

Noted by: _____ Deputy or Assistant State Highway Engineer

State Printing 80710

RECEIVED
OCT 21 1966
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FILED
OCT 18 1966
TOM McCALL
SECRETARY OF STATE

Claim File No. 4221

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OCT 18 8 00 AM '66
TOM McCALL
SECRETARY OF STATE

October 17, 1966

Wilbert J. Collette Painters Company
1154 Madison Street N. E.
Salem, Oregon 97303

Gentlemen:

This will acknowledge your letter of October 1 stating that Oosterwyk Nurseries, Inc. owes you $1,450 for labor and materials.

From the description given, it appears that the contract to which you refer is our Contract No. 6840, awarded to Oosterwyk Nurseries, Inc. for improvement in the Santiam Safety Rest Area on the Pacific Highway in Marion County.

The surety on this project is the Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, Oregon.

We will advise them of the receipt of your letter and we will also send your letter to the Secretary of State for filing. This filing will protect your claim under the bond.

Please let us know when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

CWH:jk
cc Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Glenn Jackson
David Simpson
Hon. Tom McCall - Please acknowledge receipt of this claim on the enclosed copy of this letter.

Copy


**Wilbert J. Collette Painters Co.**

1154 Madison Street N.E.
SALEM, OREGON 97303
Phone 362-3511


10-1-66

Oosterwyk Nurseries, Inc.,
12420 Juanita Dr.
Kirland, Washington

RE: Santiam Rest Area
# 6840

Billing

Dear Sir:

Enclosed find all the necessary wage forms on the above job.

Upon receiving this letter I do expect a check paid in full for the sum of $1,450.00

Agreement $1,350.00

Order #
9052 Apply finish coat of paint
to 28 picnic tables Santiam Rest Area $ 100.00

This is making a total of ----------$1,450.00

You have promised me $1,000.00 which I haven't received yet.

When you needed my men over there I did not use excuses I got them over there and that is a red job for me,so I will not tolerate any delay on my money.

Yours truly,
Doris D. Collette
Wilbert J. Collette Painters Co.
By Doris D. Collette Sec. Treas.

NOTED
FLOYD OUERY

RECEIVED
OCT 1 2 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 19 1966
FOR FILING
I-5-4(37) 241
6740

September 14, 1966

Mills, Kyle, Emmons & Kropp
Law Offices
P. O. box 279
Albany, Oregon 97321

Gentlemen:

Thank you for your letter of September 9 informing us that Mr. L. A. Snell has acknowledged full and complete satisfaction of his claim which was filed against the bond of Oosterwyk Nurseries, Inc.

You state this is in reference to the Oosterwyk Nurseries, Inc., Contract No. 6740 for improvement on the Santiam Safety Rest Area of the Pacific Highway in Marion County.

Our records show that this claim was for labor and materials in the amount of $406.70. This information will be noted in our records and we will advise the surety and the contractor of this satisfaction of claim.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Read, Assistant Secretary

CWR:gu

cc: Aetna Casualty and Surety Company
Robert B. Clarke
Oosterwyk Nurseries, Inc.
Glenn L. Jackson
David B. Simpson

NOTED ON CARD
W. C. 9-14-66

TOM McCALL
SECRETARY OF STATE

CLAY MYERS
HAROLD F. PHILLIPPE
ASSISTANTS

STATE OF OREGON
**DEPARTMENT OF STATE**

SALEM 97310

September 12, 1966

Mr. C. W. Head
Secretary's Office
State Highway Commission
State Highway Building
S A L E M

Re: Claim File No. 4209
Hwy. Com. Contract
No. 6840

Dear Cecil:

There is no indication on this letter or the enclosure that Willis, Kyle, Emmons & Kropp have notified your office that this claim has been paid, so we are sending to you copies of their letter of September 9 and the "Satisfaction"signed by L. E. Snell.

Filed with us also — C.H.

Sincerely,

Inger

(Miss) Inger J. Henrikson
Elections Division
Public Records Section

IJH
Enclosures

RECEIVED
SEP 1 1966
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

WILLIS, KYLE, EMMONS & KROPP

MILLARD F. WILLIS
SAM KYLE
C. S. (PAT) EMMONS
RICHARD T. KROPP

LAW OFFICES
507 S. WASHINGTON
P. O. BOX 279
TELEPHONE 928-3329

ALBANY, OREGON 97321

Sept. 9, 1966

Oregon State Highway Commission
Highway Building
Salem, Oregon
97310

Re: L. E. Snell v. Oosterwyk Nurseries, Inc.

ATTENTION
Floyd Query, Secretary

Gentlemen:

We have heretofore sent you a notice of a claim against Oosterwyk Nurseries, Inc. on Highway Contract No. 6840 on behalf of Mr. L. E. Snell, dba. Snell Tool Rental of Albany, Oregon.

Mr. Snell has been paid. We are enclosing herewith his official acknowledgment of payment and release of claim. You may so advise the Aetna Casualty Company, bondsman, and Mr. Oosterwyk that this satisfaction has been filed.

Yours very truly,

WILLIS, KYLE, EMMONS & KROPP

By: [signature]

CSE:ht
Enc.

RECEIVED
SEP 12 1966
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

## SATISFACTION

The undersigned L. E. SNELL, doing business as Snell Tool Rental of Albany, Oregon, does hereby acknowledge full and complete satisfaction of the claim heretofore made against the bond of Oosterwyk Nurseries, Inc. posted by said corporation as principal and prime contractor for the construction of the Santiam River Safety Rest Area for the State Highway Commission of the State of Oregon, contract No. 6840, and the undersigned does hereby withdraw the claim filed with the Highway Department and with the Secretary of State's office on or about August 19, 1966.

Dated this 7 day of September, 1966.

L. E. Snell

RECEIVED

SEP 14 1966

I-5-4(39) 241

FOR FILING

Form CO-121 (11-63) (Prom. by A.O. 206.10)

UNITED STATES GOVERNMENT

# *Memorandum*

6840

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: September 9, 1966

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: C. J. Mathias
Division Right of Way
Officer

SUBJECT: Oregon Project I-5-4(4)235
Illahee-Albany Section
Parcel 36684, Turnidge

Please refer to Assistant State Highway Engineer F. B. Klaboe's letter of April 8, 1966 which provided additional data concerning the closing of the Turnidge access to Interstate 5 at the Santiam Rest Area.

Based upon this information and additional data supplied by the Chief Counsel, we concur that the award of $7,000 should be placed in a participating status, with the exception of any amounts that may have been included as payment for circuity of travel.

Your files should be documented to indicate whether or not any amounts may have been included for circuity of travel in accordance with paragraph 5j(9) of PPM 21-4.1(2).

REFERRED TO
Young-Mann
BY ASST. STATE HWY. ENGR.
9-14-66

copy to Moehring
9-15-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 24 1966
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH M. RIPLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FOR FILING

I-5-4(39) 241

6840

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 22, 1966

Willis, Kyle, Emmons & Kropp
Law Offices
P. O. Box 279
Albany, Oregon 97321

Attention: Mr. C. S. Emmons

Gentlemen:

This is to acknowledge receipt of your letter of August 18 and attached Notice of Claim of your client, L. E. Snell, dba Snell Tool Rental, stating that Oosterwyk Nurseries, Inc., owes them $406.80 for labor and materials.

This appears to be in reference to the Oosterwyk Nurseries, Inc., Contract No. 6840 for the Santiam Safety Rest Area Improvement Project on the Pacific Highway in Marion County.

The Aetna Casualty and Surety Company through Robert B. Clarke, 321 Yeon Building, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

We will notify the surety and the agent of the receipt of this claim and we will also forward it to the Secretary of State for filing.

Please let us know when this claim has been paid, so we may clear our records.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Oosterwyk Nurseries, Inc.
Aetna Casualty and Surety Company
Robert B. Clarke
Hon. Tom McCall - Please acknowledge receipt of this claim on the enclosed copy of this letter.

RECEIVED
AUG 24 1966
OREGON
STATE HIGHWAY COMMISSION

#4209

FILED
AUG 23 1966
TOM McCALL
SECRETARY OF STATE

WILLIS, KYLE, EMMONS & KROPP

MILLARD F. WILLIS
SAM KYLE
C. S. (PAT) EMMONS
RICHARD T. KROPP

LAW OFFICES
507 S. WASHINGTON
P. O. BOX 279
TELEPHONE 928-3329

ALBANY, OREGON 97321

Aug.18, 1966

State Highway Department
State Highway Building
Salem, Oregon

ATTENTION
Floyd Query, Secretary

Re: Oosterwyk Nurseries, Inc. - contractor
Santiam River Safety Rest Area
Contract No. 6840
Aetna Casualty & Surety Co. - surety

Gentlemen:

Enclosed please find notice of claim against the bond deposited by the above named Oosterwyk Nurseries, Inc. in connection with the above-numbered contract.

Yours very truly,

WILLIS, KYLE, EMMONS & KROPP

By: [signature]

CSE:ht
Enc.

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

# NOTICE OF CLAIM

To: OREGON STATE HIGHWAY DEPARTMENT.

Notice is hereby given that the undersigned L. E. SNELL, dba Snell Tool Rental of Albany, Oregon, has a claim for labor, services and materials furnished by him to Oosterwyk Nurseries, Inc., a contractor, in the amount of $406.80 as the unpaid balance due and owing for such labor, services and materials so furnished and performed by him as per the itemized statement below.

This claim is against the bond taken from Aetna Casualty & Surety Co. as surety, and Oosterwyk Nurseries, Inc. as principal and prime contractor, for the work provided for in the contract for the construction of the Santiam River Safety Rest Area, contract No. 6840.

| | | | | |
|---|---|---|---|---|
| Invoice | #488 | 7/1/66 | Rental-pump, hose & nozzle | $ 66.00 |
| " | #82 | 7/1/66 | " weed burner & propane | 14.25 |
| " | #167 | 7/1/66 | " 20 amp. generator | 10.00 |
| " | #213 | 7/2/66 | Repairs to generator | 5.10 |
| " | #214 | 7/6/66 | Rental-Sight level | .75 |
| " | #261 | 7/7/66 | Rental-Generator | 10.00 |
| " | #322 | 7/8/66 | Sales-1 case Homelite oil | 15.60 |
| " | #406 | 7/11/66 | Sales-1 Skil saw & 3 blades | 84.50 |
| " | #290 | 7/12/66 | Rental-Generator | 25.00 |
| " | #426 | 7/12/66 | Repairs to generator | 30.60 |
| " | #514 | 7/15/66 | Rental-Wacker tamper | 16.50 |
| " | #511 | 7/15/66 | Sales-2 9" grinding discs | 13.00 |
| " | #621 | 7/20/66 | Rental-2 Wacker tampers | 34.50 |
| " | #686 | 7/30/66 | Rental-Wacker Tamper | 75.00 |
| " | #323 | 7/30/66 | Rental-5" paving cutter | 1.50 |
| | | | ITEMS STILL OUT | |
| " | #328 | | 20' 2½" fire hose-canvas covered 7/8/66 to 7/30/66, 3/4 mo. @ 6.00 | 4.50 |
| | | | Total | $ 406.80 |

L E Snell

dba Snell Tool Rental,
Proprietor

RECEIVED
1966
OREGON
STATE HIGHWAY COMMISSION

Form B-300—65

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

APPROVED
Contingent upon modification of project agreement if additional funds are required.
AUG 29 1966
G1-P
Title Dist. Engineer
U.S. Bureau of Public Roads

Project Name Santiam Safety Rest Area  Date August 2, 19 66.

Highway Pacific  Contract No. 6840

County Marion  Prefix 624-1069

Contractor Oosterwyk Nurseries, Inc.  F. A. Project No. I-5-4(39)241

Address 12420 Juanita Drive, N. E. Kirkland, Washington  Order No. 2 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish necessary materials and labor to put potable water line from toilet building surge tank to a point 2 feet outside toilet building sidewalk

Location by station numbers:

east toilet building
west toilet building

Estimate of quantities and cost:

| | |
|---|---|
| Materials | 110.00 |
| Labor | 10.00 |
| | 120.00 |
| + 15% cont. allowance | 18.00 |
| Total | 138.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Sheets 7 & 8 of the plans show potable water lines for outside faucets and fountains teeing off the main water supply before entering the toilet building. Sheet 14 of the plans shows outside fountains being plumbed through the toilet building surge tank. Sanitation requirements require the line to be through the toilet building. Prior approval received by telephone on Aug. 1966. Work started July 29th.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | |
|---|---|---|
| Project authorization . . . . . | $ 337,281.50 | Space to right of this line is for use of Salem Office |
| Present estimate of project cost, including $ 138.00 for work under this order | $ same | |
| Expected under-run / over-run amount . . . . . | $ 0 | |
| Expected under-run / over-run per cent . . . . . | 0 | |

Submitted by: /s/ H. N. Hoover, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Gerald Wimer, Division Engineer

Approved /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer, or Office Engineer.

State Printing

Approved 8-20-66

Form B-206—66

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project if additional funds
Date AUG 10 1966 By [illegible] Dist. Engineer

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Santiam Safety Rest Area — Date July 29, 19 66

Highway Pacific — Contract No. 6840

County Marion — Prefix 624-1069

Contractor Oosterwyk Nurseries, Inc. — F. A. Project No. I-5-4(39)241

Address 12420 Juanita Drive N.E., Kirkland, Washington — Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish necessary labor, materials and equipment to enlarge and alter the foundations for illumination poles as shown on the attached bridge drawing number A-181.

Revised August 8, 1966.

Location by station numbers:

Southbound 5+60, 7+00 and 10+10
Northbound 699+70, 0+20 and 3+00

Estimate of quantities and cost:

| | |
|---|---|
| Materials | $100.00 |
| Labor | 150.00 |
| Equipment | 20.00 |
| | $270.00 |
| + 15% allowance | 40.50 |
| Total | $310.50 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Special provisions requires pole foundations to be 8 feet deep and provides for payment over 5 feet deep to be paid for as extra work. Material is gravel and sand that cannot be augered over 5 feet deep so a revised foundation was obtained from the bridge division. Contractor will auger a 2-foot diameter hole 5 feet deep and all additional work will be covered by this extra work order. No work performed to date.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | |
|---|---|
| Project authorization | $337,281.50 |
| Present estimate of project cost, including $310.50 for work under this order | Same |
| Expected under-run / over-run amount | 0 |
| Expected under-run / over-run per cent | 0 |

Space to right of this line is for use of Salem Office

Submitted by: /s/ H. N. Hoover, Resident Engineer

Approval Recommended: /s/ John A. Bond, for — Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Gerald Wimer, Asst. Division Engineer

Approved: /s/ L. H. Young, By [illegible] Engineer of Maint. Road Engineer, Engineer of Office Engineer.

State Printing

8-25-66

FORM E-123X SOM 9-64

RECEIVED
JUL 8 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. BRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-4(37)241

6840

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 20, 1966

889

Mr. A. F. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Attached are three prints of the Santiam River Rest Area vicinity which indicate the property lines, ownerships, county roads and private road, as requested by Mr. E. H. Swick's letter attached to your letter of July 12, 1966 (your file 08-35.7).

The map answers all of Mr. Swick's questions with the exception of whether Mr. Nelson had legal use of the rest area access. The answer to this question is no.

If additional information is required, please advise.

Very truly yours,

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Ass't. Construction Engineer

MAILED
F.B. KLABOE

FOS:rw

Attach.

cc: F. B. Klaboe W/Map
V. D. Wolfe W/Map

Form CD-121 (11-63) (Prec. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 12, 1966

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: C. J. Mathias
Division R/W Officer

SUBJECT: Oregon Project I-5-4(4)235
Illahee-Albany Section
Parcel 36684 - Dale L. Turnidge

Attached is a copy of a letter from Director of Right of Way and Location, E. H. Swick, requesting additional information concerning the above-mentioned case which is self-explanatory. Please forward the information to this office, and we will send it on to Washington.

Enclosure

Approved.....
.....
Asst. State Hwy. Engr.

Routing

| | |
|---|---|
| Morgan | Poasc |
| Decker | Morelock |
| Bond | Trout |
| Barbee | Scott |
| Walker | Wills |
| Glenn | Litchfield |
| Swan | Olson |

RECEIVED
JUL 15 1966
CONSTRUCTION DIVISION

RETURNED TO
Scott
Asst. State Engr.

6 orig. & 1 photostat
copies to Salem
7-14-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

SALEM COPY

I-00.7

Mr. B. M. French, Regional Engineer
Portland, Oregon

JUL 1 1966

A. A. LATVALA for

39-20

E. H. Swick, Director of Right-of-Way and Location
Washington, D. C.

Oregon Project I-5-4(4)235
Illahee-Albany Section
Parcel 36684 - Dale L. Turnidge

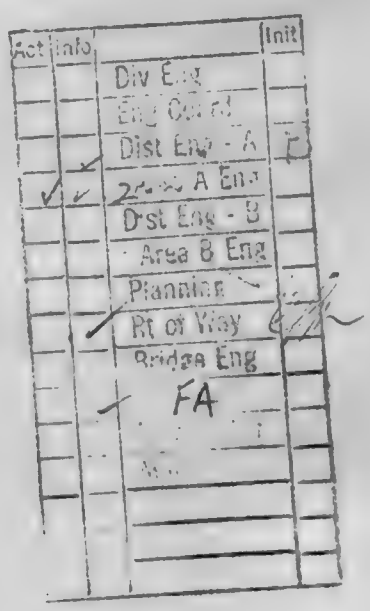
A preliminary review of the submission has been made and before we can make a determination as to the reasonableness of the remaining access additional information is needed. Please furnish a clear print showing the following information:

The property lines and ownerships adjacent to county and private roads from the rest area east to Talbot Road.

Also, identify county roads and private roads and indicate who has the legal right to use the private roads if other than the property owners on whose property they are located.

No Did the Nelsons have legal use of the rest area access?

Upon receipt of the additional information, we will be in a position to appropriately advise you further on this matter.



RECEIVED
JUN 14 1966
FOR FILING

I -4(39)241

6840

Form CD-121 (1-62) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

Klamath

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 9, 1966

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-4(39)241
Santiam Safety Rest Area
Improvement

As requested in Mr. Young's letter of June 1, 1966 advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of May 23, 1966 in the award of contract No. 6840 to Oosterwyk Nurseries, Inc., of Kirkland, Washington, low bidder in the amount of $299,605.78 at the May 19, 1966 bid opening.

REFERRED TO
By Asst. State Hwy. Engr.
6-13-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 10 1966
FOR FILING

Form CO-121 (11-63) (Pres. by A.O. 208-10)

UNITED STATES GOVERNMENT

# *Memorandum*

I-5-4(39)235

TO : Mr. Forrest Cooper, State Highway Engineer
6840 Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 7, 1966

In reply refer to: 08-35.5

SUBJECT: Oregon Project I-5-4(4)235
Albany-Lane County Line Section
R/W File 25373

We concur with Mr. Young's request in his letter of June 2, 1966 that this project be finalled with the understanding that the project will be reopened for credit if and when the Parcel is sold.

REFERRED TO
[illegible]
BY ASST. STATE HWY. ENGR.
6-10-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 2 - 1966
FOR FILING

I-5-4(39)241

6840

June 1, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Confirmation of your tentative concurrence as of May 23, 1966 is requested in the award of contract for the Santiam Safety Rest Area, Project No. I-5-4(39)241.

The contractor receiving the award is Oosterwyk Nurseries, Inc. of Kirkland, Washington in the amount of $299,605.78 with the contract No. 6840 assigned. This bid was received on May 19, 1966 and awarded May 23, 1966.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our proposal regarding nondiscrimination in employment as required by Bureau of Public Roads IM 20-4-64.

All rights of access, including utilities, to or from abutting property are either (1) denied by law, (2) have been acquired, or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility work not included as part of the construction contract to be undertaken and completed without conflicting or delaying the State's contractor's operations.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:lt

RECEIVED
JUN 1 - 1966
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. RIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 25, 1966

I-5-4(39)241
6840

Continental Nurseries, Inc.
12420 Juanita Drive N. E.
Kirkland, Washington

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 6840 for the following project:

Rest area improvement on the Santiam Safety Rest Area Section of the Pacific Highway, north of Albany, in Marion County.

This award was based on your bid of $299,693.78 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

JF

cc: F. B. Morgan
L. H. Young
C. D. Mitchie (SIAC)
Hank Astrup

RECEIVED
MAY 17 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
McCORD
KENNETH H. RIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

7-5-4(39)241

68.11C

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
May 11, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon 97301

Attention: Mr. Gordon Brooks
District Engineer

Subject: Oregon Project I-5-4(39)241
Santiam River Safety Rest Area
Improvement

In reply to your letter of April 27, reference 08-35.2-DA, no action has been taken to include a chain-link fence above the riprap on the unit serving northbound traffic. It is believed that need and the exact location can best be determined as construction nears completion and the danger can be more accurately assessed. The appearance of the rest area will not be improved by a fence, and I am hopeful it can be eliminated.

The point covered in the penultimate paragraph of your letter has been corrected by letter to all persons receiving bid proposals.

NOTED
F.B. KLABOE

F. D. Morgan
Construction Engineer

By Mark H. Astrup

Mark H. Astrup
Landscape Engineer

F. B. Klaboe ✓
L. H. Young
F. D. Morgan
R. D. Asbury

RECEIVED
MAY 17 1966
HIGHWAY ENGINEER
STATE HIGHWAY DEPARTMENT

RECEIVED
MAY 5 - 1966
FOR FILING

I-5-4(39)241

6840

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1966

To: Mr. F. B. Klaboe
Asst. State Highway Engineer

Building

SUBJECT: Reconstruction of Millar Revetment

NOTED
F.B. KLABOE

Attached are copies of the latest correspondence with the Corps of Engineers in which they have granted permission for the State Highway Department to reconstruct the Millar revetment immediately upstream from the Interstate 5 crossing of the Santiam River.

The original copies of these two letters will be kept in my file.

E. S. Hunter
Maintenance Engineer

ESH:ia
Attachments

cc: L. H. Young
R. D. Asburry

RECEIVED
MAY 6 1966
OFFICE OF
STATE HIGHWAY ENGINEER

DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
828 PITTOCK BLOCK
PORTLAND, OREGON 97205

NPPND-WM-4

2 May 1966

Oregon State Highway Department
Salem, Oregon 97310

ATTENTION: Mr. E. S. Hunter

Gentlemen:

I have your letter of 29 April 1966 concerning a request from the Highway Department for a navigation permit.

Inclosed is a letter granting your request for permission to construct bank protection works on the Santiam River above the Interstate 5 highway crossing.

The delay in replying to your request is regretted.

Sincerely yours,

Ogden Beeman

Incl
as stated

OGDEN BEEMAN
Chief, Waterways Maintenance Branch

NOTED
D. D. ALLEN

RECEIVED
MAY 3 1966
MAINTENANCE ENGINEER

DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND, OREGON 97205

NPPND-WM-4
1507-29(Santiam R.-Bank Prot.)-1

2 May 1966

Oregon State Highway Department
Salem, Oregon 97310

Gentlemen:

Referring to written request dated 12 April 1966, I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled"An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army to reconstruct damaged portions of the original revetment and to extend the revetment downstream to the highway, (Interstate 5) bridges at Millar Location, upstream from highway I-5 on the right bank of the Santiam River, approximately six miles north of Albany.

It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining State assent to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See Cummings v. Chicago, 188 U. S., 410.)

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

RICHARD C. EWAN, JR.
Lt Colonel, Corps of Engineers
Acting District Engineer

Ogden Beeman

By OGDEN BEEMAN
Chief, Waterways Maintenance Branch

RECEIVED
MAY 3 1966
MAINTENANCE ENGINEER

NOTED
D. D. ALLEN

RECEIVED
MAY 6 - 1966
FORESTRY

Form CD-121 (11-63) (Prec. by A.O. 208-10)

# UNITED STATES GOVERNMENT
# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

I-5-4(32)241
6840

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 2, 1966

In reply refer to: 08-35.7

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: C. J. Mathias
Division Right of Way Officer

SUBJECT: Oregon Project I-5-4(4)235
Illahee - Albany Section
Pacific Highway East
Mr. L. H. Young's letters, 3-17-66, 4-26-66

We are returning one copy of the approved revised right of way plans sheet No. 12 for the project named above.

This approval is given with the understanding that in accordance with our letter of February 25, 1966, Federal funds cannot participate in that portion of the settlement on File 36684 which represents a payment for loss or impairment of access since the owner retains reasonable access to another public road.

This action is in accordance with paragraph 6k of PPM 21-4.1(3) dated October 17, 1963.

5-6-66

copies
REFERRED TO
Rohde - Inskeep
BY ASST. STATE HWY. ENGR.

RECEIVED
MAY 6 1966
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

5-6-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 3 - 1966
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FOR FILING
I-5-4(34)24
6840

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 29, 1966

440K

Colonel William J. Talbott
District Engineer
Corps of Engineers
U. S. Army Engineer District, Portland
628 Pittock Block
Portland, Oregon 97205

Dear Colonel Talbott:

Under date of April 12, 1966, I wrote to you requesting permission to reconstruct the Millar revetment on the Santiam River immediately upstream from the Interstate 5 highway crossing.

We have a time schedule we are trying to meet with regard to contracting this work and the reconstruction of a rest area in the vicinity.

In order to meet this schedule I need an immediate reply.

Very truly yours,

Forrest Cooper
State Highway Engineer

By E S Hunter

E. S. Hunter
Maintenance Engineer

...CEIVED
F. B. KLABOE

RECEIVED
MAY 1
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 17 1966
FOR FILING

I-5-4(39) 241

Form CO-121 (11-63) (Prea. by A.O. 200-10)

UNITED STATES GOVERNMENT

# Memorandum

Klaboe

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

DATE: April 27, 1966

In reply refer to: 08-35.2-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-4(39)241
Santiam River Safety Rest Area
Improvement

You were authorized to advertise the subject project for bids in our February 16, 1966 memorandum. Revised P. S. & E. documents have been reviewed and are hereby approved. You are authorized to re-advertise the project for bids. A signed copy of the title sheet is returned herewith.

Comments contained in our February 16, 1966 approval and authorization memorandum regarding bank protection have been satisfactorily resolved.

We also noted that no fence is being constructed between the river and rest area facilities in the Northbound area. Considering the depth of the adjacent water, steep slope of the completed riprap, and the nearby picnic tables, we still recommend that you consider constructing a chain-link fence above the riprap to protect the public from this hazard.

On Sheet No. 7 of the plans, the spacing of tiles in the disposal field should be shown; similarly on Sheet No. 8 the length of both fields should be shown. Any roof downspouts and drains considered necessary for the buildings to be constructed should be provided on the plans. This would preclude issuance of price agreements or extra work orders to cover these items later.

Other previous comments are still applicable except that Mr. Young's April 21, 1966 letter now indicates nonconcurrence by appropriate public recreational or historical resources authorities is not involved.

Attachment

orig. to Young w/encl. 5-9-66

RECEIVED
APR 1966
OFFICE OF
STATE HIGHWAY ENGINEER

copy & attchmt 5-17-66
ndli. are we up out of most high waters?
FBK

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
APR 26 1966

I-5-4(39) 241
6x40

April 26, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of revised right of way plans sheet No. 12 for The Illahee-Albany Section, Federal Aid Project No. I-5-4(4)235.

This revision includes the addition of right of way file No. 36684, which was approved by your letter of February 25, 1966 and defines the access control line.

We request that one copy be returned approved for our files if found to be satisfactory.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Encl

RECEIVED
APR 22 1966
FOR FILING

Section Santiam Safety Rest
Highway Pacific
County MARION
Kind of Work IMPROVEMENT

FAI
Project Allotment $ 250,000

90 Calendar days FOR all WORK EXCEPT SEEDING & Planting
203 JUNE 30, 1966
~~260~~ Calendar days FOR all ~~WORK~~.
DEC-15, 1966.

## ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount $ ~~276 204~~ 50 OK

Anticipated Additional Items:

FLAGGING 200 305942

RECEIVED
APR 15 1966
OFFICE
STATE HIGHWAY ENGINEER

Engr. & Cont. (12½%)

| | | |
|---|---|---|
| | 200 | 200 |
| $ | 276404 50 | 306142 |
| | 34550.~~13~~ 56 | 38267 75 |
| $ | ~~310 954.13~~ | 344,409 75 |
| | 310955.06 | |

Total

Credit for Maint. Rock

Estimated Net Authorization, Constr.

| | FAI | STATE |
|---|---|---|
| $ | 295356 94 | 49,052 81 |

APPROVED
D. F. Barbee
Asst. Const. Engr.

Form E-106—10M—9-63
State Printing 53419

Job No. .....

Sheet ..... of ..... Sheets

# OREGON STATE HIGHWAY DEPARTMENT

Calculations for Santiam Safety Rest Area. State & Fed. Dike Const

Made by ....., 19..... Checked by ....., 19..... Backchecked by ....., 19.....

| | FAI | Amt. | State | Amt |
|---|---|---|---|---|
| Clearing & Grubbing | 98% | 6860 | 2% | 140 |
| General Excavation | 7000 | 10500 | 6200 | 9300 |
| Extra for Selected Gravel | 800 | 200 | 850 | 212.50 |
| Loose Riprap | 8900 | 44500 | 6700 | 33500 |
| Rubber Hose | | | 12 | 300 |
| Portable Sprinklers. | | | 6 | 150 |
| All other Bid Items. | | 200279.50 | | |
| Total all Bid Items. | | 262339.50 | | 43602.50 |
| Anticipated (Flagging) | | 200 | | |
| | | 262539.50 | | 43602.50 |
| Engr. & Cont. 12½ | | 32817.44 | | 5450.31 |
| | | 295356.94 | | 49052.81 |
| | | FAI. | | State. |

RECEIVED
APR 28 1966
FOR FILING

32-12

Honorable Al Ullman
House of Representatives
Washington, D.C. 20515

Dear Mr. Ullman:

This is in further reply to your communication of March 18 which you transmitted a letter of March 10 from Mr. Dale L. Turnidge concerning the closing of a road in the vicinity of Jefferson, Oregon.

The loss of access Mr. Turnidge mentioned in his letter is due to an action initiated by the State in recognition of its responsibilities to protect public interest. The extent to which access control was acquired is in accordance with policy adopted by the American Association of State Highway Officials, and accepted by us for Federal-aid highway improvements. We are in agreement with the State's decision to extinguish the existing access prior to the rest area expansion.

The State is presently making the study to determine if further payment for damages is due the property owner. We feel sure the State's determination will be proper from the standpoint of equity.

Sincerely yours,

Rex M. Whitton
Federal Highway Administrator

NOTED
R. L. PORTER

NOTED
F.B. MARBUT

NOTED
FORREST COOPER

RECEIVED
APR 13 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH W. [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

I-5-4(27)241
6840

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 12, 1966

RECEIVED
APR 13 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Colonel William J. Talbott
District Engineer
Corps of Engineers
U.S. Army Engineer District, Portland
623 Pittock Block
Portland, Oregon 97205

Dear Sir:

Your letter of February 3, 1966 indicates that the sponsor of the revetment reconstruction along the right bank of the Santiam River upstream from Interstate 5 Highway crossing must assume maintenance for the entire Millar revetment.

In view of this requirement, the Oregon State Highway Department has elected to reconstruct the damaged portion of the original revetment and extend the revetment downstream to the Interstate bridges in cooperation with the Bureau of Public Roads.

Enclosed for your information is a set of those contract plans which show in red the approximate location of the downstream end of the original Millar revetment.

You may consider this letter a cancellation of our former request for your participation in this reconstruction using Section 14 monies. We are, instead, asking for a permit to do the necessary revetment reconstruction as outlined above.

We have obtained the necessary right of way and easement for the work and will advertise a contract to be let at our May 19, 1966 letting. We would appreciate your reply to this application by April 22, 1966, in order that we have your approval prior to advertising for bids.

Thank you for your prompt consideration of this request.

Very truly yours,

Forrest Cooper
State Highway Engineer

By E. S. Hunter
E. S. Hunter
Maintenance Engineer

ESH:je

cc: F. B. Klaboe
L. H. Young
F. D. Morgan
R. D. Asburry

Enclosure

RECEIVED
APR 11 1966
FOR FILING

April 8, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Parcel 36684, L-4584
Turnidge, Santiam
Rest Area

Dear Sir:

We have investigated the Turnidge access to I-5 and find that the farm unit at the junction of the private access and the county road had been occupied by Turnidge until about two years ago at which time he moved into a new house about a half mile to the east on the county road. Turnidge has kept his former house livable and in good repair, and he apparently uses it for hired help during the farming season. A small shed near the house is used for storage of farm equipment.

Since the problem of reasonable access is concerned with the frequency of flooding along the county road and the private access, it is appropriate to center the discussion around this. It was found through local testimony that the main point of conflict is located almost directly in front of the house that Turnidge now occupies. This area lies adjacent to Morgan Creek in what appears to be one of the main overflow channels of the Santiam River. Prior to December, 1964, a wood bridge spanned a low point in this channel which was washed out during the flood of that year; the County subsequently replaced this bridge with a fill and a 24-inch culvert. This fill is vulnerable to flooding and suffers damage during periods of high water which could render the road virtually impassable even at low stages of flooding. For this reason the Turnidge family has relied on the access to the west as a way out which utilizes his private access to I-5. There was one occasion that this private access was flooded and that was during December, 1964, when a low point in the gradient was under 16 inches of water.

A profile, taken in the field, is enclosed upon which water-surface elevations for several recurrent intervals have been projected along the private access and the county road.

The elevations shown for the 50-year interval agree closely with observations by eyewitnesses during the December, 1964, flood. With floods of a lesser magnitude than either the 25- or 50-year frequency, the private access road is unaffected whereas the county road will flood at frequencies slightly greater than two years--it has been indicated from eyewitnesses that flooding actually occurs more often. The point of conflict just east of Turnidge (the overflow channel mentioned above) seems to flow with some velocity which contributes to the damage of the fill while the portion of the county road west of this point is flooded by a ponding action. At low stages of flooding the county road west of Turnidge can be used even though it is flooded, mainly because of the lack of current through this area. With respect to the overflow channel again, it is possible that under certain conditions this overflow channel may flood where the balance of the county road is unaffected--this fact also seems to coincide with eyewitness observations.

It would appear then that removal of the Turnidge access would create a hardship since this access is necessary to prevent isolation of the house in which Turnidge now resides as well as his other house, even during periods of low-stage flooding; it is further indicated that Turnidge is reluctant to use the county road because of the washout potential.

Mr. Rohde, our Chief Counsel, is also forwarding a letter concerning this matter.

It is felt that considerable damage has resulted from the elimination of the access and the damage allowance for access closure is justified in view of the above facts which indicate that the owner does not retain reasonable access to an existing public highway. We, therefore, request your participation in this access closure.

A map is also enclosed depicting the area in question.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Enclosure

cc: Mr. Forrest Cooper
Mr. F. D. Morgan
Mr. W. H. Tebeau
Mr. R. L. Porter
Mr. L. H. Young
Mr. R. D. Asburry

WHT:bjm srb

Proj. x HWE1

Turnidge

Fred,

I've brought back your submission as above. Pasmo personally inspected the situation and says you obviously are not familiar with where Turnidge is located. Your letter justifys Nelsons and not Turnidge use of the access. So maybe you would want to change your letter. Call me if you have any questions

T. Dee

RECEIVED
APR 11 1966
COMMISSIONERS
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
I-4(39)241

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 7, 1966

NOTED
R. L. PORTER

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: State of Oregon vs.
Dale L. Turnidge, et ux.
L-4584 R-36684
Illahee-Albany Section
Pacific Highway
Oregon Project 1-5-4(4)235
08-35.7

Dear Mr. Parsons:

This is to supplement our previous correspondence relative to federal participation in the compensation payable for the acquisition of land and elimination of access to the above highway under the above file and, particularly, is to reply to your letters of August 17, 1965 and January 20, 1966 on the same subject.

Originally you were requested to participate in a mutual settlement for the taking and elimination of access, with the total amount of the settlement at $7,500.00, based upon a reviewed appraisal of $7,000.00. Your objection to the settlement was premised upon the so-called damage allowance for elimination of the access. Your decision was that; since the property had an alternate means of access by way of a county road, the settlement could not be approved as such and would be in violation of paragraph 6k of FPM 21-4.1(3).

It should be reiterated, at this point, that the access to be eliminated was one reserved to the landowner by a deed to the State in 1957, wherein property was acquired from this defendant for right of way and a rest area. The deed specified:

> "The Grantee shall construct or otherwise provide a rest area connection road within the boundaries of any present or hereafter acquired right of way on the Easterly

> side of the highway and the Grantors, their heirs, and assigns shall have access to said road. Said road shall be connected to the main highway as the Grantee may select. The Grantor shall make use of this rest area connection road for private residential use and production and transportation to market of farm products only."

I am informed, and believe, your office specifically approved the prior transaction as a part of the then project. Although, at this writing, I do not have the citation to the actual approval, I understand your office does not disagree. I am also of the belief that you have specifically required its removal at the present time.

Upon your denial to participate in the aforementioned settlement, we proceeded in the ordinary manner to have the case placed on the docket for trial in the Marion County Circuit Court. In due course it came on for trial, March 3, 1966, before Judge Val D. Sloper. Staff appraiser Friess testified on behalf of the State that the value of the land taken was $525.00 and the remaining land was reduced in value by $5,575.00, total $6,000.00. The owner appeared and testified in his own behalf. Particularly he testified under oath as to his cost of improving a roadway on his own property to a figure in excess of $3,000.00. His testimony was $16,000.00 as to compensation for the taking. He also testified under oath that access which would be available to his remaining land via a private and county road would not be a reasonable substitute for the one reserved by the aforementioned deed. Evidence was also introduced relating to the frequency and extent of such flooding. The reason given by the owner for the unreasonableness of his remaining access was that portions of the road he would be required to use after elimination of the direct access would be flooded during parts of the year.

After hearing the testimony the court made a finding of fact that the access remaining via the county road was not a reasonable substitute for the direct access reserved in the deed, and eliminated by the condemnation proceeding, and found the value of the land taken as $500.00, with the compensation due for the taking of the reserved access as $6,500.00. Findings of Fact and Conclusions of Law to such effect have been entered by the court. (copy attached)

As for the supplemental data required by your letter of January 20, 1966 relative to road and flood water elevations to determine the extent and frequency of flooding; Mr. Klaboe, by separate letter, is submitting engineering data which we believe will fully substantiate prior submission by our office in the form of photographs and statements taken from residents in the areas in connection with our investigation.

There has been brought to my attention information which would indicate your office labors under a misapprehension as to the property damaged. It is true Mr. Turnidge lives in a different house and on a separate tract of land from that which is the subject of this action. It still is true, however, that the subject land is improved with a valuable home, has been, and undoubtedly will in the future, be occupied. It is the damage to this land, as improved, which is the subject of the access problem and the compensation to be paid. An owner does not have to be using a property to its "highest and best" use to recover compensation. In every condemnation proceeding a determination of the damages to a property must be made, as devoted to its "highest and best" use. Such is the situation here.

By the submission heretofore made, as well as that being contemporaneously made by Mr. Klaboe, we believe that this file has been fully documented to show that the subject property will not have "reasonable" access after the elimination of the reserved access and that the proscription in paragraph 6k of PPM 21-4.1(3) is not applicable.

The case having been tried, with a judicial finding that the remaining access is "not reasonable", together with the documentation now on the file, it is our belief that the court's decision that the compensation due the defendant Turnidge for taking of land and damage to the remainder in the amount of $7,000.00 is entitled to full federal participation under PPM 21-4.1,5,J,9. We trust we will hear from you to such effect at an early date; but, if you disagree, it is hereby requested that the full documentation heretofore furnished be forwarded to your Chief Counsel for determination.

Very truly yours,

G. R. ROHDE
Chief Counsel

GRR:hg
Enclosure

CC - Mr. R. L. Porter
Mr. F. B. Klaboe
Mr. C. H. Maison

RECEIVED
APR 11 1966
OFFICE OF
STATE HIGHWAY ENGINEER

ROUGH DRAFT - February 17, 1966 - ASSIGN. #440 - FBK

Colonel William J. Talbott
District Engineer
Corps of Engineers
U.S. Army Engineer District, Portland
628 Pittock Block
Portland, Oregon 97205

Dear Sir:

Your response to Mr. Hunter's January 24, 1966, letter indicates that the sponsor of the revetment reconstruction along the right bank of the Santiam River upstream from the Interstate 5 Highway crossing must assume maintenance for the entire Millar revetment.

In view of this requirement, the Oregon State Highway Department has elected to reconstruct the damaged portion of the original revetment and extend the revetment downstream to the Interstate bridges with its own funds.

Enclosed for your information is a set of those contract plans which show in red the approximate location of the downstream end of the original Millar revetment.

You may consider this letter a cancellation of our former request for your participation in this reconstruction using Section 14 monies. We are, instead, asking for a permit to do the necessary revetment reconstruction.

We have obtained the necessary right of way and easement for the work and have advertised a contract to be let at our March 10, 1966 letting. We would appreciate your reply to this application ~~to do the work~~ by the first of March.

Thank you for your consideration of our request.

Very truly yours,

ESH:je

cc: Tom Edwards
E. S. Hunter
R. D. Asburry
Ted Dec - BPR

RECEI
FEB 17 1966
OFF
STATE HIG

ROUGH DRAFT - Febr[illegible]y 11, 1966 - Assign. #44[illegible] BK

Colonel William J. Talbott
District Engineer
Corps of Engineers
U. S. Army Engineer District, Portland
628 Pittock Block
Portland, Oregon 97205

Dear Sir:

Your letter of February 3, 1966, stated that unless maintenance was guaranteed by a sponsor that no money could be expended to reconstruct the Millar revetment along the right bank of the Santiam River upstream from Interstate 5.

The requirement that a sponsor for this repair also take over maintenance of the entire 5,390 feet of the original Millar revetment extending upstream seems to be too stringent. The upper reaches of the original revetment are not too important to the protection of the state highway facilities and the maintenance of same should properly be pro rated among those receiving benefit. However, it is not likely that the individual property owners could either afford this maintenance or would be willing to sign such an agreement.

Therefore, in the interest of protecting the Interstate freeway, the Highway Department would agree to assuming the maintenance of the entire revetment provided the Corps of Engineers agrees to performing the following:

1. Using Section 14 monies, repair that portion of the damaged revetment described in Mr. Hunter's letter of January 24, 1966, estimated to cost $40,000.

2. With the same Section 14 monies, do the neglected clearing of the existing revetment estimated to cost about $6,000.

3. Repair the several small holes in the existing upstream portion of the revetment estimated to cost about $4,000.

We feel that it is only right that we expect the revetment to be in top condition before we assume the maintenance.

I believe that this would put us in a position to assume the maintenance of the entire revetment, and I would appreciate your advising as soon as possible whether or not you will assume the above obligations.

Very truly yours,

ESN:je
cc: Tom Edwards
E. S. Hunter
R. D. Asburry
Ted Dec - BPR

DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND, OREGON 97208

3 FEB 1966

NPPEN-PL-7

Oregon State Highway Department
Salem, Oregon
97310

ATTENTION: Mr. Forrest Cooper, State Highway Engineer

Gentlemen:

Your letter dated 24 January 1966 applying for assistance under Section 14 of Public Law 526, 79th Congress, to construct a revetment along the right bank of the Santiam River, upstream from Interstate Highway No. 5, is acknowledged.

A review of the plans submitted with your letter indicates that the proposed revetment will join the existing Millar revetment which was constructed in 1948. This revetment was constructed as an emergency bank protection project under Section 14 to prevent erosion damage to the highway and bridge approach. As the cost of the original work exceeded the $50,000 limitation under Section 14, the State of Oregon contributed $58,257.86 with the stipulation that no further participation would be involved. The revetment was severely damaged in 1961. As neither the State of Oregon nor the Santiam District Improvement Company would furnish assurances of local cooperation to maintain the needed repair work and interrelated portions not requiring repair, restoration of the revetment was not authorized. The downstream 1,000 feet of the original revetment cannot be repaired at Federal expense until a suitable sponsor is available to provide maintenance of the entire revetment.

The upstream end of the revetment proposed along the rest area would be exposed to damage or outflanking by further deterioration of the damaged Millar revetment. Accordingly, it is believed desirable that continuity of protection be assured throughout the reach which includes the Millar revetment. As no provision for Federal maintenance of the Millar structure is available, the responsibility would have to be assumed at the state or local level. Your consideration of this matter and your views concerning the state's willingness and ability to assume maintenance responsibility for the existing work or participate in the maintenance functions, are

NOTED
D. D. ALLEN

3 FEB 1966

NPPEN-PL-7
ATTENTION: Mr. Forrest Cooper, State Highway Engineer

solicited. Prompt consideration of your request will be extended upon receipt of your reply.

I will be pleased to furnish additional information or to discuss this matter further with representatives of your office at your convenience.

William J. Talbott

WILLIAM J. TALBOTT
Colonel, Corps of Engineers
District Engineer

RECEIVED
FEB 4 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 4 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 15 1966
FOR FILING

I-5-1(31) 241

C&M

March 14, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Parcel 36684, I-4584
Turnidge, Santiam
Rest Area

Dear Sir:

Testimony from local residents in the area indicates that the county road in question has been closed by high water a minimum of seven times in the past fourteen years with closures lasting an average of 48 hours. Whenever flooding occurs, this road is damaged by washout. Flooding is caused by water leaving the Santiam River channel at a bend in the river about 0.6 mile upstream from the I-5 bridges. The average water surface slope during flood stage is 0.000948 or about 5 feet per mile. A profile run in the field revealed that the lowest point in the county road is located easterly of the Turnidge farm; this low point would flood before any downstream points by virtue of the water surface slope.

When flooding occurs on the county road to the extent that it is impassible, the private road westerly from the Turnidge farm to the I-5 rest area becomes the only reliable means of access from the area. There has been no flooding of record on this private road with the exception of the December, 1964, flood at which time this road was flooded to a depth of 16 inches at a low point in the grade located about 50 feet east of the ramp serving the rest area; passenger cars were not able to pass through the water; however, trucks and other "high clearance" vehicles could get through. The road was flooded for about 24 hours. Mr. Turnidge has come to rely upon this private road for access particularly during flooding; he has become reluctant to use the county road for access even at low stages of flooding because of the washout potential.

The removal of the private access will create a hardship since this access is necessary to prevent complete isolation of the farm unit during periods of flooding; it can be used when

the county road cannot. It is felt that considerable damage will result by elimination of the access and the damage allowance for access closure is justified in view of the above facts which indicate that the owner does not retain reasonable access to an existing public highway.

We request your participation in the Turnidge access closure.

I am attaching a map showing the Turnidge access and the county road.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

Attachment

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
R. D. Asburry
W. H. Tebeau

WHT:bjm srb

RECEIVED
FEB 25 1966
FOR FILING
I-5-1(39)241
6840

February 25, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: R/W Project I-5-4(4)235

Dear Sir:

By letter of May 17, 1965, we submitted a copy of right of way map, File 6B-10-17, showing the Turnidge property, File 36684, at Station 706 which is an additional area required for the Santiam Rest Area. The construction of this rest area has been programmed and approved under Project I-5-4(39)241.

We hereby request your authorization to purchase the Turnidge property, File No. 36684, 0.75 acre under Right of Way Project I-5-4(4)235 at an estimated cost of $7,000.00 as per attached memorandum from Mr. John Oakes.

The above property is not shown on the present plans for Right of Way Project I-5-4(4)235. We will submit revised plan sheet to cover the property upon receipt of your authorization to purchase said property.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CL:mb
cc: John Oakes
H. H. Chase

RECEIVED
MAR 2 - 1966
FOR FILING
I-5-4(39)241

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

KL/HBDE
MOEHRING

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

DATE: February 25, 1966
08-35.7
X Ref: I-5-4(39)241

T. Dec

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-4(4)235
Illahe - Albany Section
Parcel 36684

Mr. Young's February 25, 1966 letter requests authorization to purchase 0.75 acre of right of way needed for the Santiam Rest Area from the Turnidge property, File 36684. You are authorized as of the date of this letter to acquire the land needed for the expanded rest area. However, in accordance with our letter of February 24, 1966, Federal funds cannot participate in that portion of the settlement which represents a payment for loss or impairment access as the owner retains reasonable access to another public road. Your submitted right of way estimate indicates the amount of such damages to be $6250.

Our action is in accordance with paragraph 6k of PPM 21-4.1(3) dated October 17, 1963.

orig to Moehring
2-28

copy to Young
3-2-66

RECEIVED

RECEIVED
JAN 25 1966
FOR FILING

Maint
Bubs
Santiam

Form CD-121 (11-63) (Prom. by A.O. 200-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon

DATE: January 20, 1966

In reply refer to: 08-35.7

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-4(4)235
Illahe - Albany Section
Parcel 36684, L-4584
State of Oregon vs. Dale L. Turnidge

Please refer to Chief Trial Attorney J. Robert Patterson's letter of January 13, 1966 which indicates that the county road serving the Turnidge property is flooded during a large portion of the winter and is impassable during these periods of time. Additional information was included in the form of an investigation by your Mr. Nokes which consisted of contacts with various property owners in the area and the Assistant County Engineer. Mr. Nokes' investigation would indicate that the county road has flooded in the past, during winter months, for short periods of time.

We believe the new information you have submitted should be supplemented with data from the Corps of Engineers as to the flood stage in the area, and at what flood stage does the county road flood so that it is impassable. It is our understanding that the Corps can give water elevations in the Santiam River for every day during the year. By securing this information it will be possible to tell exactly, over the past 5 or 10 years, the number of days that the road was impassable. With this information in hand we will make a final decision as to whether Federal funds can participate in the proposed right of way settlement with the property owner.

Orig. to Robb 1-24-66

REFERRED TO
By Asst. State Hwy. Engr.
1-24-66

RECEIVED
JAN 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
AUG 23 1965

Form CD-121 (11-63) Pres. by B.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO: Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: August 17, 1965

In reply refer to: 08-35.7

FROM: T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-4(4)235, Illahe - Albany Section
Parcel 36684, Turnidge

Chief Counsel G. E. Rohde's letter of July 29, 1965 requests our approval of a proposed settlement of $7500, to acquire .75 acre of additional right of way for enlargement of the Santiam Safety Rest Area. In addition, the settlement includes acquisition of the owner's right of access to a road connection within the existing rest area.

There is no change in our position, as outlined in our April 6 memorandum, which indicated that although we do not object to the proposed expansion of the rest area -- Federal funds could not participate in the additional cost. This would preclude our participation in the portion of the settlement involving the acquisition of the additional .75 acre.

The balance of the settlement involves a damage allowance for closing the existing access point. We regret to advise you that we cannot approve Federal participation in this damage allowance because it involves paragraph 6k of PPM 21-4.1(3), which states in part "..... nor will Federal funds participate in payments made for loss or impairment of access so long as the landowner retains or is furnished reasonable access to an existing public highway, to a frontage road, or to any other part of the public highway system. Reasonable access shall be determined in all cases without regard to circuity of travel or diversion of traffic within the public highway system."

The property will retain reasonable access to a county road which connects to Talbot Road.

RECEIVED
AUG 1 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 1 - 1966
FOR FILING

I-5-4(39) 241

6840

FORM CD-121 (9-22-59)
(PRES. BY A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

Rohde

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

DATE: February 24, 1966

08-35-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-4(4)235 and I-5-4(39)241
Santiam Rest Area, Illahe - Albany Section
Parcel 36684, L-4584
State Of Oregon vs. Dale L. Turnidge

Mr. Patterson's February 10, 1966 letter on the subject case did not furnish any additional conclusive information which could be construed to support the view that the owner does not retain reasonable access to an existing public highway. Consequently, strictly on the basis of the provisions of subparagraph 6k of PPM 21-4.1(3), Federal participation involving a damage allowance for closing the existing access point cannot be approved.

The action herein is limited to consideration of the damage allowance for the access closure. As noted in our February 16, 1966 PS&E, if you so desire, you may request authorization to proceed with acquisition of the parcel for expansion of the rest area if you are not now obligated to acquire the parcel and thereby obtain participation in the cost of acquiring the land only.

Dir to Rohde 2-25-66

REFERRED TO
Meehring - Young - Morgan
BY ASST. STATE HWY. ENGR.
2-25-66

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

FORM E-193

RECEIVED
FEB 10 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, MEDFORD
KENNETH N. FRIDLEY, WASCO
DAVID B. SIMPSON, PORTLAND
FLOYD QUERY, SALEM — SECRETARY

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 10, 1966

Mr. Alfred W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Attention: Mr. Charles J. Mathias

Re: State of Oregon
vs.
Dale L. Turnidge, et ux.
Case No. 56569
Our file L-4584 R-36684
North Jefferson Junction-
Albany Section
Pacific Highway

Santiam District Improvement Company

Dear Sir:

After receipt of your letter of January 20 regarding the above entitled action we requested and received from the Department of Army, Portland District Corps of Engineers, a letter, a copy of which is enclosed. It appears from the contents of this letter that the Corps does not have the requested information.

I have been further advised by our Mr. Nokes that the County Engineer of Marion County is unable to give us the elevation of the particular county road involved here. I am advised by Mr. Nokes that the county road has the approximate elevation of the roadway under our oridge over the Santiam River at Interstate 5 and if this is so it would appear that the county road is flooded a good period of the time.

This case is again set for trial on March 1 and I would be pleased if you could advise whether the Bureau will participate in the proposed settlement. We are sorry that we were not able to furnish the exact information requested.

no
Even if court decision rules otherwise.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

J. ROBERT PATTERSON
Chief, Trial Section

2-23
Advised Young and McKinzie JRP.

JRP:ap
Enc.

NOTED
F.B. KLABOE

E. B. Henningsen, President, Santiam District Improvement Company

Appears they want 24" stone reinforcement on upper 1500' and contribution to maintenance

RECEIVED
FEB 25 1966

COMMISSIONERS:
HERMAN F. MEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

T 5 4(39) -111
6840

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

February 18, 1966

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

Attention Mr. F. D. Morgan

Dear Mr. Cooper:

We are replying to your letters of January 19 and 31, 1966 which transmitted prospectuses for the following projects:

Wallowa River (M. P. 60) Bridge Section, Wallowa Lake Highway, Wallowa County

Santiam River Safety Rest Area, Pacific Highway, Marion County

We anticipate no fishery conflicts with the above projects, however we ask that the revetment work in the Santiam River be done as late after June 1 as possible.

Your favorable consideration regarding this matter will be appreciated.

Sincerely,

Edw. K. Neubauer

EDW. K. NEUBAUER
DIRECTOR OF ENGINEERING

cc: Oregon State Game Commission

2-24-66 Copies to:
F. B. Klaboe
L. H. Young
Frank Hall (2)
T. C. Roake
J. E. Morelock
R. D. Asburry (2)
A. F. Parson (2)

fp

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan
Morelock
Trout
Scott
Litchfield
Olson

RECEIVED
FEB 21 1966
CONSTRUCTION
DIVISION

RECEIVED
JUL 18 1966

Form CD-721
(11-58)
(Prev. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

FOR FILING
I-5-4(39)241
6840

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: February 16, 1966

In reply refer to: 08-35.2-DA

SUBJECT: Oregon Project I-5-4(39)241
Santiam River Safety Rest Area Improvement

REFERRED TO
Young Wlaud
BY ASST. STATE HWY. ENGR
4-11-66

P. S. & E. documents for the subject project have been reviewed and are hereby conditionally approved concurrently with Mr. Young's February 14, 1966 request for approval of an individual project program change providing for expansion of the rest area as well as bank protection for the highway facilities. You are also conditionally authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

We are conditionally approving the program change and authorizing the project in order that the rest area facilities possibly may be made available for next summer's traffic. Though you provided assurance that bank protection outside your right of way would be financed with State funds, if necessary, the project should be withdrawn from the bid opening or otherwise modified by March 2, 1966 based on clarification of the Corps of Engineers' February 3, 1966 letter as follows:

(1) Definitely establish that the "Millar revetment which was constructed in 1948" did not extend downstream approximately 350' within your right of way and thereby this portion would not be eligible to "be repaired at Federal expense" (Public Law 99).

(2) If Corps of Engineers financing of repairs is not restricted by the above determination, can the assistance under Section 14 of Public Law 526 which the Corps indicated would be given "prompt consideration" then be extended to finance the balance of the bank protection within the right of way?

Morgan

Interstate participation of the bank protection will be based on the final determination of these conditions.

Our authorization is with the understanding that all right of way and control of access rights have been or are being acquired or right of entry obtained with relocation advisory assistance unnecessary, as indicated in Mr. Moehring's and Mr. Litchfield's February 3, 1966 and February 7, 1966 statements, respectively. Prior to our concurrence in award, if the currently proposed bank protection work

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

Chron file

financing prevails, you should advise this office as to whether the Corps of Engineers' permit cancelled by Mr. Klaboe's September 2, 1965 letter is necessary and if needed, has been obtained. It should be further noted that if you are not obligated to acquire Parcel 36684, Turnidge, now under condemnation, you may resubmit your request and obtain an authorization to do so under Project I-5-4(4)235 with participation in the cost of the access right limited in accordance with subparagraph 6k of PPM 21-4.1. Concerning the 6k aspects of Federal participation we are presently giving consideration to Chief Trial Attorney J. Robert Patterson's letter of February 10, 1966 and will advise you as soon as possible as to whether or not Federal funds can participate in the proposed Turnidge settlement.

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | January 1966 |
| Division II - Part 1 - Earthwork | January 1966 |
| Division II - Part 2 - Bases | January 1966 |
| Division II - Part 3 - Surfacing & pavements | January 1966 |
| Division II - Part 4 - Structures | January 1966 |
| Division II - Part 5 - Signing | January 1966 |
| Division II - Part 7 - Incidentals | January 1966 |
| Supplemental General Requirement for Building Construction | October 1965 |

Inasmuch as our detailed review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of our review.

Use of Article 102.1.3, Embankment in Place, is approved for use on this project.

You are authorized to proceed with contractor's flagging included in your estimate in the amount of $200.

In our plan review it was noted that no fence is being constructed between the river and rest area facilities in the Northbound area. Considering the depth of the adjacent water, steep slope of the completed riprap, and the nearby picnic tables, we recommend that you consider constructing a chain-link fence above the riprap to protect the public from this hazard.

We have corrected the 104(b)(5) report which you submitted with your P. S. & E. documents to agree with the 1965 estimate as approved by Public Roads.

(more)

Mr. Young's February 14, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplement thereto as being in the public interest. Nonconcurrence by other appropriate public recreational or historical resources authorities has not been received. Prior to bid opening date, you should advise this office of any clearance received or withdraw the project from the letting.

Attachment

RECEIVED
FEB 17 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
I-5-4(39)241
6x40

Commissioners
J. Pat Metke, Bend
Chairman
Wayne E. Phillips, Baker
Vice-Chairman
John P. Amacher, Winchester
Tallant Greenough, Coquille
Joseph W. Smith, Klamath Falls

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

February 4, 1966

RECEIVED
FEB 7 1966
CONSTRUCTION
DIVISION

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

We are replying to your letters of January 28 and January 31, 1966, which enclosed prospectuses for the following projects:

Joseph Street Interchange Section, North Santiam Highway, Marion County.

Game Farm Road Interchange Section, Pacific Highway, Lane County.

Santiam River Safety Rest Area, Pacific Highway, Marion County.

There will be no conflict with wildlife resources as a result of these projects, consequently they are approved.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK/dm

cc: Director OFC
2-7-66 Copies to:
F. B. Klaboe
L. H. Young
Frank Hall (3)
T. C. Roake
J. E. Morelock
R. D. Asburry (4)
L. R. Chandler (2)

fp

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FEB 7 1966
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 25 1966
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
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KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5-4(39)241

Cross Referenced To:
Adm.
US Dept
War Dept
Gen

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 24, 1966

Colonel William J. Talbott
District Engineer
Corps of Engineers
U. S. Army Engineer District, Portland
628 Pittock Block
Portland, Oregon 97205

Dear Sir:

Reference is made to our previous correspondence, my letter dated February 16, 1965, concerning erosion along the right bank of the Santiam River upstream from the Interstate Highway No. 5 bridges.

The Oregon State Highway Department at this time is planning to contract a rest area installation along the right bank of the Santiam River and upstream from the Interstate Highway March 10, 1966. This contract will be financed under the Interstate Highway Act with federal funds administered by the Bureau of Public Roads. Two sets of those contract plans are attached for your information.

On these plans, the existing Highway right of way is clearly marked. You will note that less than one-third of the necessary revetment work indicated on the plans lies outside of existing highway right of way. The Bureau of Public Roads will participate in the revetment construction that lies within the right of way. They have, however, advised us that they cannot, by law, participate in the remaining work outside the right of way but that instead it is the Corps of Engineers' responsibility under Section 14 of Public Law 526, approved July 24, 1946. Local Bureau representatives from the Division Engineer's Office further advise that they have discussed this matter with someone from the Portland Corps of Engineers' Office, and it is their understanding that Section 14 funds for this fiscal year are still available.

NOTED
F B KUHL

This letter then should be regarded as an official application from the Oregon State Highway Department for Section 14 funds to cover the work outside existing Highway right of way. It is estimated that this work would be somewhat less than the $50,000 limitation placed on Section 14 funds.

Since the Bureau of Public Roads is holding as a condition to their participation in the rest area construction the completion of

all the revetment work indicated on the attached plans, I would appreciate your early answer as to whether Section 14 funds are available for this work.

Your letter of March 5, 1965 itemized some terms which local interests must agree to under the authorizing Acts. It would appear that the Highway Department could comply with all these requests with the exception of the one which requires that the Highway Commission hold and save the United States free from damages due to the construction work. Under Oregon Statutes, the Commission cannot hold anyone free under such circumstances.

In order to expedite this matter, I am available, at your convenience, for further discussion and an inspection if necessary.

Thank you for your prompt consideration of this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By: ORIGINAL SIGNED BY E. S. HUNTER

E. S. Hunter
Maintenance Engineer

ESH:dz
Attachments

cc - F. B. Klaboe
R. D. Asburry
Mark Astrup

JAN 2
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 28 1965

STATE COPY

477 Cottage Street, NE
Salem, Oregon 97301

Mr. Everest Cooper, State Highway Engineer
Salem, Oregon

May 21, 1965

Original signed by
T. Dec
Eng. Coordinator

08-35.7

X-file: I-5-4(39)241

T. Dec, Assistant Division Engineer
Salem, Oregon

Oregon Project I-5-4(4)235, Illahee-Albany
File 36604, Turnidge
(Mr. Young's May 17 letter)

Mr. Young's letter requests authorization to purchase a portion of the Turnidge property which would be used to accommodate the proposed expansion of the Santiam Safety Rest Area.

Our April 6 memorandum reiterated our position that, although we do not object to the proposed expansion, Federal funds would not participate in the additional cost. In view of this decision we cannot authorize acquisition of the parcel.

RECEIVED
MAY 24 1965
OFFICE OF
STATE HIGHWAY ENGINEER

5-25-65
Note to Young
Pl check with Thop-
and recommend
Thop.

Form CO-121
(1-64)
Prtd. by
A.O. 206-707

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FOR FILING

I-5-4(39)241
6840

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: May 20, 1965

In reply refer to: 08-35.2-DA

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon I-5-4(39)241
Santiam Safety Rest Area

Mr. Klaboe's letter dated May 5, 1965 has again requested our approval of the enlargement of the parking areas for the Santiam Safety Rest Area. This matter has been the subject of considerable correspondence between our offices. Our position in this matter is as follows:

1. Once a facility has been constructed using FAI funds, that construction is considered to be complete, and FAI funds may not be used to enlarge or improve the original construction. Therefore any enlargement of the Area will have to be accomplished with funds other than Federal-Aid Interstate.

2. Convenience facilities and landscaping have been approved for the subject interchange. The approval of a specific landscape and convenience facility plan has not been made; however, this office will consider a design for convenience facilities similar to that provided at Manzanita or Memaloose as appropriate for the Santiam Rest Area.

3. FAI funds for roadside improvement may be utilized for landscaping the right-of-way required for the presently constructed facility.

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MAY 21 1965
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAY 20 1965
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I 5-4(39) 241

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May 17, 1965

208

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

ROW Project I-5-4(4)235

Dear Sir:

We are submitting a copy of right-of-way map, File 68-10-17, showing the Turnidge property, File 36684, at Station 706 which is an additional area required for the Santiam Rest Area.

We hereby request your authorization to purchase the Turnidge property, File No. 36684, 0.75 acre at a cost of $3,000 under Right-of-Way Project I-5-4(4)235.

The above property is not shown on the plans for ROW Project I-5-4(4)235. We will submit revised plan sheet to cover the property upon receipt of your authorization to purchase said property.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:bb

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MAY 6 - 1965
FOR FILING

I-5-4(39) 241

6x10

May 5, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Santiam River Safety Rest Area
Project I-5-4(39)241
Marion County

Dear Sir:

Federal participation in the construction of public use facilities at this location has been approved. Development plans conform to the general type and character proposed in the AASHO Safety Rest Area Policy to include complete public comfort and convenience facilities. The extent of these facilities was based on the estimated 1975 ADT for this section of highway.

An objection to the size has been raised, we are submitting a revised plan (attached) drastically cutting down computed parking requirements. Reference to the attached tabulation shows how projections have increased. Based on present traffic projections, parking for 98 cars and trucks is substantiated at this location, whereas our revised plan calls for 50. The plan also anticipates approval of a toilet building similar to the one constructed at Mennonite Safety Rest Area with full Federal participation.

The estimated cost of public use facilities, exclusive of parking area construction, is $83,999. This is not out of line with construction costs of completed projects. In comparison, the estimated costs of Hawkins and Mennonite Safety Rest Areas were $78,482 and $87,702 respectively. In addition, the estimated cost of reduced parking area facilities is $70,066. Due to the characteristics of the site, this cost is higher than normal as preferred parking parallel to the highway with direct access is not possible. Existing parking is totally inadequate.

In view of the President's program, the Bureau of Public Roads' augmentation thereof, the public need for this facility and the State Highway Commission's desire to cooperate

Mr. A. E. Forman
Page two
May 5, 1965

and fulfill a public need, full Federal fund participation in the construction of the Sunken River Safety Rest Area in accordance with the revised plans is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. E. Kinkee
Assistant State Highway Engineer

Enclosures
(map) I-5-4(39)241, SV-102, Sheets 3 & 4

cc: Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Lloyd P. Shaw
Mr. F. D. Morgan
Mr. L. E. Young
Mr. C. E. Nelson

MHA:de srb

## PROJECTED AMOUNT OF REST AREA USE AND RELATED INFORMATION

SANTIAM REST AREA

| | * 1975 DESIGN | ** 1975 DESIGN |
|---|---|---|
| Average Daily Traffic, Design Year | 23,800 | 27,000 |
| 1975 Summer Average Daily Traffic (Factor 1.25 ) | 29,800 | 33,750 |
| Average Daily Traffic, One Direction (Assumed 50% Split) | 14,900 | 16,875 |
| Daily Number of Vehicles Entering Rest Area (10%) | 1,490 | 1,688 |
| Average Daily Number of Vehicles Accumulated in Rest Area at Peak Moment, One Direction (5.8% of number entering) | 86 | 98 |
| Single Light Vehicles (70%) | 60 | 69 |
| Truck and Vehicle Combinations (30%) | 26 | 29 |
| Average Daily Number of Persons Desiring Use of Restrooms at Peak Moment, One Direction (2.0 persons per veh. x 0.25) | 43 | 49 |
| Average Daily Number of Tables in Use During peak Moment, One Direction (1/3 of peak vehicle accumulation). | 28 | 33 |
| Average Daily Number of Persons Using Drinking Water Facilities, One Direction (1.2 persons per vehicle) | 1,790 | 2,430 |
| Average Daily Number of Persons Using Rest-rooms, One Direction (2.0 persons per vehicle) | 2,980 | 3,376 |
| Average Daily Number of Persons Using Rest Area, One Direction (2.3 persons per vehicle) | 3,430 | 3,882 |

* Traffic Division Projection 1962
** " " - " 1965

RECEIVED
APR 8 1965

FORM CODAR (1-63) (Prev. by A.O. 2...)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FOR FILE

I-5-4(39)241

TO : Mr. Forrest Cooper, State Highway Engineer
(OKH) Salem, Oregon

DATE: April 6, 1965

In reply refer to: 03-35.2-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project I-5-4(39)241
Santiam River Safety Rest Area

306

Reference is made to Mr. Lloyd P. Shaw's letter dated March 10, 1965 which asks again for full Federal participation in the development of subject rest area.

This second request apparently stemmed from the President's recently announced program for beautification of our nation's highways. As best we are able to determine, the specific references made in Mr. Shaw's letter have not been implemented to the extent to cause change of our previous decision concerning the question at point. A recent Instructional Memorandum 21-4-65 dated March 10, 1965 contains a discussion on this subject. It states in part that, "There is to be no change in the general type and character of safety rest areas." From studying this Instructional Memorandum we are further convinced that the previous decision to limit Federal participation is in complete harmony with the present program. There does seem to be a distinct emphasis toward providing a greater number of safety rest areas of small to intermediate size rather than some lesser number, each of a near-maximum size.

We would not object to development of this rest area as proposed but it would be necessary to limit Federal funds participation to the plan estimated to cost $37,000.

REFERRED TO
Young -
Date: 4/8/65 By: [illegible]
For: Please have Ingram
(Betty) contact me re this.
Due Date: _____

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

[illegible] copy to [illegible]
4-8-65

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MAR 12 1965
FOR FILING
I-5-4(39) 241
6840

March 10, 1965

208

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Santiam River Safety
Rest Area
Project I-5-4(39)241
Marion County

Dear Sir:

In view of the President's program on roadside beautification and Mr. Whitton's memorandum of January 25 on this subject, we are again asking full Federal participation in the development plans previously submitted to you for the subject rest area.

We believe the following quotations are pertinent and substantiate that we are following the intent of the President's program as well as complying with the provisions of the AASHO Rest Area Policy. This justification was fully covered in my letter of August 17, 1964.

From the President's State of the Union Message: "A new and substantial effort must be made to landscape highways and provide places of relaxation and recreation wherever our roads run." (The underscoring is ours.)

Again, in Mr. Whitton's memorandum: "Revisions in existing Public Roads instructions, as may be necessary, will be embodied in a future PPM but this should not preclude early preparation of such Federal-aid projects by the States and approval by the Bureau for improvement of existing rest areas and the construction of new ones of various sizes and degrees of serviceability where deemed appropriate and of reasonable design insuring prudent use of Federal-aid funds."

Our major objectives have been to provide a series of safety rest areas fitting to the conditions and needs of Oregon, chosen at invitingly desirable locations, reasonably well spaced

along our routes. We have selected locations having natural site advantages and conservation factors. We have been conservative, in comparison with methods used by other states, in estimating requirements for public-use facilities. We believe our experience warrants confidence in our plans and recommendations.

In our opinion, nine pairs of safety rest areas in the approximately 300 miles of I-5 spaced at an average of 30± miles will adequately take care of public needs for the traffic estimated in the design period. If not, then additional sites can be considered. We will undertake as soon as possible additional surveys to locate all possible sites that would have merit for future development.

Accordingly, request is again made for full Federal participation in construction of the Santiam River Safety Rest Area in accordance with existing development plans which we think conform with the letter and intent of the President's program.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd F. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

MHA:de: ajw

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JAN 26 1965
FOR FILING

I-4(37)241
6840

January 25, 1965

Mr. Dale Partridge
Route 1, Box 223
Jefferson, Oregon

X18

Dear Mr. Partridge:

Thank you for the interest (as evidenced by your recent letter) shown in our proposed development of safety rest areas on I-5 at the north bank of the Santiam River.

We are not unaware of the objects mentioned in your letter, but we have considered that the many favorable attributes of the site for public use justifies the development.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Mr. George Hudson
Mr. R. L. Parker
Mr. P. H. Stephenson
Mr. Fisher D. Wells
Mr. F. D. Morgan
Mr. H. D. Ashbury
Mr. Hank Ashbury
Mr. J. Robert Patterson

FORM E-30 BDM 5-62 43906

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1965

To: Mr. Victor D. Wolfe
Administrative Assistant
Building

SUBJECT: State of Oregon
vs.
Dale L. Turnidge, et ux.
Case No. 56569
Our file L-4584 R-36684
North Jefferson Junction-
Albany Section
Pacific Highway

I have been advised by Mr. Moehring that you have for reply a letter from the above-named defendant. We are presently seeking to acquire from him a 50' strip of property to complete a roadside rest area near the Santiam River. In this proceeding we are also seeking to eliminate an access through the roadside rest area to the Pacific Highway.

It will, of course, be necessary to eliminate the access and I am advised by Mr. Astrup that there are no changes in our present plans which would in any way affect our desire to acquire the additional 50'. Mr. Turnidge is presently represented by Rhoten, Rhoten and Speerstra and I have advised Mr. George Rhoten of the present communication of Mr. Turnidge. He advises that in the future his client will communicate with us through his counsel. Any reply to Mr. Turnidge should not in any way indicate any indecision on our part to acquire the access or the additional feet of extra property. Please forward a copy of your answer to his counsel, Rhoten, Rhoten and Speerstra.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

cc Mr. Mark Astrup
Mr. David H. Moehring
Mr. Jack L. Sollis

NOTED
VICTOR D. WOLFE

Jefferson Oregon
January 1965

REFERRED TO
Admin.
BY SECRETARY

REFERRED TO
Wolfe
BY DEP[illegible]
Draft for keeping my place

Oregon State Highway Department
State Highway Building
Salem, Oregon 97310

Dear Sirs,

The purpose of this letter is to suggest a reappraisal of plans to construct a rest area on the North bank of the Santiam River on Interstate 5.

While I am not a qualified engineer, my entire life has been spent on the banks of the Santiam. I feel qualified to predict embarrassment to the Highway Department if this plan is carried out. Here are some facts for your consideration;

(1) Bank Erosion. Every flood has seen a reduction in area where the park is proposed. Look at the centerline of the bridge and the centerline of the present river channel for proof. (How can the Highway Department justify condemning private land on its one side while carelessly permitting erosion to remove the same amount of land on the opposite side!)

(2) Revetment. The only answer to (1) is revetment. Does this affect the attractiveness of the area for park purposes?

Porter

(3) Flooding. The area is low and a flood channel covers almost the entire area. See picture in December 24th Oregon Statesman entitled "Dry Bridge." Come and see the size of logs and trees that passed right through the area. What would this do to rest area structures?

(4) Diking. The only answer to (3) is diking. How does this affect the attractiveness of the area for park purposes?

(5) Public Service. The Department proposes to cut off access to adjacent farms. Is the Department aware that for over two weeks after the flood this road was the <u>sole</u> means of access for five marooned farms.

The area has served the public quite well in its present state. The bank could be reveted and more parking provided. This would not require closing the present very necessary road through the area.

There are many locations on Interstate 5 where rest area structures would not require the monumental maintenance of this site and where better egress conditions exist.

NOTED
VICTOR D. WOLFE

If representatives of the Highway Department wish to examine the site and would care to have me present, I would be glad to meet with you at anytime.

Very truly yours,

Dale L. Turnidge

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STATE HIGHWAY COMMISSION

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FOR FILING

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C&MD

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Corvallis, Oregon 97330
October 26, 1964

SUBJECT: Santiam Crossing Wayside

To:

Gerald W. Wimer
Assistant Division Engineer

Refer to your July 7 letter from E. S. Chidsey, Service & Equipment Engineer, and a July 13 letter from yourself, both regarding overnight camping at the Santiam River rest area.

We have made periodic checks of this area relative to overnight camping and have found very little overnight camping of any type taking place. There is an occasional trailer house or house camper that stops by for a portion of the night. Other than this we have observed very little overnight camping.

ORIGINAL SIGNED BY
HOWARD C. JOHNSON

Howard C. Johnson
District Maintenance Superintendent

HCJ:sc

cc: Gerald Phillips

NOTED
J. A. PHILLIPS

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NOV 9 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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OCT 30 1964
OFFICE OF
MAINTENANCE ENGINEER

NOTED
J. A. PHILLIPS

RECEIVED
SEP 10 1964

Form CD-12 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

I 5 4(39) 241

Shaw

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

6840

DATE: September 8, 1964

In reply refer to: 08-35-EC

FROM : A. V. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-4(39)241, Santiam River Safety Rest Area

Mr. Shaw's August 17, 1964 letter requested reconsideration of the limitations imposed by our July 31, 1964 memorandum in connection with construction of the subject project and approval of the plan as previously submitted.

Actually your plan has not been disapproved. The Federal Highway Administrator and his duly authorized representatives utilizing discretionary authority and through exercise of judgment merely have limited the amount of Federal-aid participation in the construction thereof. Such limitations are not without precedent as in the case of crossroads or interchanges wherein participating limits were established in the interest of national uniformity.

The traffic data used as a basis for your design was available and taken into consideration in reaching the decision. No indication is given that the amount of projected use is questioned if facilities therefore were provided. However, part of this need probably can be fulfilled by use of already existing facilities reached via planned or constructed interchange on most sections of the Interstate System. Based on this assumption, the size and capacity of rest areas could be kept relatively small thereby, in the opinion of Public Roads, possibly precluding to a considerable extent the fostering of usage other than accommodation of the Interstate highway traveler for short rests. It appears that a principle is involved somewhat comparable to providing for excess traffic in a corridor other than by the Interstate System in certain instances.

Though more extensive participation cannot be approved, your views on smaller more closely spaced rest areas are interesting and will be forwarded to our Regional and Washington offices for informational purposes.

Copies to:
Shaw
Morgan
Olson
Young
Astrup
9-14 EH

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

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AUG 20 1964
FOR FILING
I-5-4 (39) 241
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August 17, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Subject: Santiam River Safety
Rest Area
Oregon Project I-5-4(39)241

Dear Sir:

Our letter of April 13 gave a detailed justification for the construction of the Santiam Safety Rest Area, backed up by competent surveys and quotations from the AASHO "Policy on Safety Rest Areas for the National System of Defense Highways". These illustrated that we were complying with recommended design standards.

Let's briefly review some of the statements. The AASHO Geometric Design Standards approved by the Commissioner of Public Roads states: "All known features of safety and utility should be incorporated in each design to result in a National System of Interstate and Defense Highways which will be a credit to the Nation.... In the interest of safety and convenience to the motoring public, safety rest areas are a necessity."

The Rest Area Policy is less positive on several issues. It admits (p.7) "It is not feasible to indicate minimum or average distances between sites because of the many controlling factors such as traffic volume, topography, availability of favorable local sites,..... In general a sufficient number of sites should be planned to reasonably accommodate the safety rest needs of Interstate highway travelers and, further, to encourage drivers to use them as a safety measure to break long periods of travel." Again on Page 10, "Planning of the total series of safety rest areas in a State

should have the objective of a well-distributed system of adequately designed safety rest areas, as fitting to the conditions and needs in that State." This we have done.

Santiam River Safety Rest Area is approximately 34 miles north of Oak Grove; it is approximately 47 miles south of the proposed Baldock Safety Rest Area site. At 70 miles per hour, one is less than a half hour's travel time and the other is slightly over. The average distance between the originally planned rest area locations on Oregon's Interstate system is 33 miles. We do not believe that traffic justifies closer spacing at this time.

Your letter states: "The Washington reply indicated that the size and parking capacity, as proposed by you is larger than considered appropriate." On what do they base this opinion? The AASHO policy, contradicting the first sentence of the second paragraph under the heading "Size of Sites" states: "The size of a specific site should be governed by the topography and existing natural boundaries and also the likely number of vehicles to serve the estimated traffic volumes for 1975." Again, on Page 9, "The parking space is to be of adequate size and arrangement to accommodate the anticipated number of vehicles..... Separate parking spaces for passenger cars and trucks may be advantageous." These criteria were the basis of our design. The highway is designed for 1975 traffic volumes. Why not rest areas? Certainly design based on present volume is inconsistent, is not economical, and greatly increases the ultimate cost of unit parking.

A basic 10 per cent of ADT was used in computing our parking requirements. Based on recent information, that is not realistic. The following is a quotation from the report of the Roadside Development Group Meeting, Mississippi Valley Conference of State Highway Departments, held March 1964, ten states represented:

Question: "What is the criteria used by other states in determining the number of parking spaces made available at their Interstate Rest Areas? (Ill.) Group comment - Determination made on basis of projected traffic volumes (1978) together with factor of 15 to 20% of traffic stopping at rest areas - also based on survey as to length of stay by individual cars and trucks. Indiana 15 trucks 33 passenger cars. Wisconsin 20 trucks 25 passenger cars. Michigan 24 trucks 50 passenger cars in Southern Michigan and 12 trucks and 50 passenger cars in northern half of state. Michigan 100 passenger cars at Information Stations and 12 to 24 trucks."

Traffic counts made at Oak Grove Rest Area between July 24 and July 30, 1964, disclosed that 14 per cent of traffic stopped on Friday and Sunday, 11 per cent on Saturday and Monday, 10 per cent on Tuesday and Wednesday, and 8.6 per cent on Thursday. The area serving southbound traffic was even higher ranging from a low of 10½ per cent on Thursday to 17 per cent on Sunday. This is a considerable increase over the average 7.7 per cent obtained in the 1963 survey. The northbound area at Cabin Creek, without modern public conveniences, ranged from 11 to 17 per cent and the area serving southbound traffic 9 to 14 per cent. Therefore, it would appear that our claim that using 10 per cent was conservative was understated and our estimates of parking requirements appear to be inadequate.

The number versus size of sites is not wholly public convenience. Economy of both construction and maintenance is of vital importance. The larger sites justify the cost of constructing public conveniences and reduce the unit cost of parking and services to the public. We are now budgeting up to $12,000 per year for maintenance of a pair of rest areas. The addition of more rest areas closer spaced would increase unit service costs and maintenance costs to the detriment of the State highway program.

The size of the Santiam parking areas does not violate the intent of the AASHO Policy on Safety Rest Areas. They are based on the recommended method of planning for estimated traffic volumes. There are no recreational facilities planned. There is no logic, or at least it is contradictory to planning practices based on traffic volumes, to the statement that a large parking area "would foster usage by the public other than for accommodation of the Interstate highway traveler in need of rest from the fatigue of driving."

The AASHO Policy lists "Natural advantages including wooded areas, trees, streams, lakeshores, exceptional scenic views, and points of special interest" as one, and may we add an important consideration in selecting a rest area site. The Santiam site is the only location in Oregon favored by a river accessible to both units. Water is an irresistible force and attraction to most people. Whoever considers that it would be possible to exclude highway users, either local, in-state, or out-of-state from stopping and enjoying that water are refusing to recognize human nature. There are no waterfront activities existing or planned; there are no active recreation facilities planned; only normal picnicking facilities identical to those approved and constructed at other safety rest areas.

Regulations governing the use of Oregon Safety Rest Areas limit occupancy to 18 hours in any 24-hour period. This is meant to discourage camping. We have, in the past, specifically prohibited overnight camping. Our State Police say it cannot be enforced unless some officer is there at all times. People become tired at all hours; they enter our rest areas at all hours. Again, we know of no way to prevent travelers from staying overnight in whole or part, without constant checking by an attendant. The alternative, to close them at night, would defeat their purpose.

We cannot recall an interchange that would accommodate even a small rest area except the unit planned at the Dillard Interchange. Obviously they would complicate signing and only in most unusual circumstances could they be located in pairs. Increased property values at crossroads mitigate against consideration of rest area sites, and possibly could stir up reaction to taking potential business property off tax rolls. We do not think these are acceptable solutions.

Therefore, inasmuch as the Santiam site qualifies historically, scenically, and geographically as an important segment of Oregon's Safety Rest Area program, as the plan complies with the reccommended criteria of safety rest area design, and as the accommodations are evidently well within ADT estimates, your early reconsideration and approval of the submitted plan is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
Mark Astrup
L. H. Young
C. H. Maison

MHA:de bbc

Form CO-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: July 31, 1964

In reply refer to: 08-35-EC

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-4(39)241, Santiam River Safety Rest Area

Mr. Shaw's April 13, 1964 letter submitted additional justification for the captioned project, which we forwarded through channels to our Washington office for their action.

The Washington reply indicated that the size and parking capacity as proposed by you is larger than considered appropriate. This increased capacity would foster usage by the public other than for accommodation of the Interstate highway traveler in need of rest from the fatigue of driving. The general spacing of 30 miles between safety rest areas is planned to provide a supplement to other existing facilities at about half-hour travel time for the Interstate traveler and in general will provide them with reasonable opportunity for a short rest if needed.

Greatly expanded rest area developments are obviously providing for usage other than the intent of the AASHO Policy on Safety Rest Areas, which is as an emergency stopping and resting area. Areas for family leisure picnics, active recreation, waterfront activities, or overnight camping are not to be developed as a part of an Interstate highway.

In view of the above, we consider that there are three alternatives for your development of the Santiam Rest Area:

1. Authorization could be given to proceed with this work as originally contemplated under the program action for Project I-5-4(39)241, Santiam Rest Area, estimated to cost $37,000. This type of development would be that similar to the Oak Grove Rest Area. Full Federal-aid Interstate funds participation could be realized for such a plan.

2. If you would desire to develop the facilities as outlined in your April 13, 1964 letter, we could approve the construction, but the Federal-aid Interstate participation shall not exceed the originally programed work adjusted as outlined in subparagraph 1, above.

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

3. Should this area have a potential value for public park or recreational uses such as picnicking, swimming, boating, and camping that is greater than its value for a safety rest area use, and should your development exploit this aspect, Federal-aid funds participation will not be eligible. Access to such a park area should not be direct from the Interstate highway nor indirectly through a safety rest area.

We would like you to consider the possibility of the overall benefits which would accrue to the traveling public from the development of relatively small size rest areas at appropriate locations closer than the previously established 30 to 45 mile plan. Perhaps consideration could be given to the possibility of locating a few of these smaller rest areas at points of interchange where traffic volumes on ramps and crossroads are relatively low, thereby making better use of open interchange areas and possibly one or more ramp terminals.

Your comments on this proposal, which would give a convenience advantage to the motorist of more frequent parking areas, even if smaller than the moderate size parking space provided in your standard design, would be appreciated.

RECEIVED
AUG 3 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Total ADT 5300
(both directions)

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey

AUTOMATIC RECORDER TRAFFIC COUNTS

Portable Recorder ☑ #73 Permanent Recorder ☐

Route or Highway No. 1-5 Station No. _____

Location Oak Grove Rest Area Northbound

Week Beginning Jul. 1964

| Day of Week | | Sun. | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Total |
|---|---|---|---|---|---|---|---|---|---|
| Day | | 26 | 27 | 28 | 29 | 30 | 24 | 25 | |
| Hour of Day | | | | | | | | | |
| A. M. | 12-1 | 10 | 13 | 9 | 4 | 8 | 7 | 11 | |
| | 1-2 | 7 | 8 | 6 | 6 | 4 | 2 | 5 | |
| | 2-3 | 2 | 5 | 1 | 5 | 1 | 5 | 3 | |
| | 3-4 | 3 | 1 | 3 | 4 | 4 | 2 | 2 | |
| | 4-5 | 4 | 2 | 10 | 13 | 9 | 7 | 7 | |
| | 5-6 | 8 | 0 | 4 | 6 | 3 | 4 | 4 | |
| | 6-7 | 9 | 4 | 5 | 7 | 11 | 4 | 3 | |
| | 7-8 | 7 | 8 | 4 | 9 | 6 | 5 | 10 | |
| | 8-9 | 15 | 13 | 16 | 18 | 3 | 12 | 21 | |
| | 9-10 | 30 | 23 | 21 | 19 | 15 | 20 | 19 | |
| | 10-11 | 30 | 25 | 39 | 26 | 16 | 30 | 33 | |
| | 11-12 | 41 | 47 | 37 | 29 | 42 | 44 | 41 | |
| P. M. | 12-1 | 56 | 52 | 31 | 39 | 29 | 51 | 35 | |
| | 1-2 | 41 | 37 | 21 | 44 | 30 | 40 | 41 | |
| | 2-3 | 35 | 47 | 49 | 23 | 40 | 65 | 40 | |
| | 3-4 | 44 | 61 | 36 | 36 | 28 | 50 | 51 | |
| | 4-5 | 82 | 57 | 33 | 36 | 46 | 76 | 40 | |
| | 5-6 | 48 | 49 | 37 | 61 | 30 | 43 | 22 | |
| | 6-7 | 50 | 26 | 21 | 25 | 14 | 47 | 21 | |
| | 7-8 | 43 | 14 | 24 | 17 | 25 | 48 | 35 | |
| | 8-9 | 35 | 24 | 17 | 14 | 13 | 35 | 22 | |
| | 9-10 | 37 | 7 | 10 | 18 | 3 | 26 | 4 | |
| | 10-11 | 9 | 17 | 10 | 8 | 11 | 24 | 10 | |
| | 11-12 | 13 | 6 | 11 | 11 | 12 | 17 | 11 | |
| Automatic Recorder Total 24 Hours | | 668 | 541 | 480 | 497 | 408 | 664 | 551 | |
| Axle Correction Factor | | | | | | | | | |
| Adjusted All Vehicle Total 24 Hr. | | | | | | | | | |
| | | 14% | 11% | 10% | 10% | 8.5% | 14% | 16% | |

REMARKS

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey

AUTOMATIC RECORDER TRAFFIC COUNTS

Portable Recorder ☑ #75 Permanent Recorder ☐

Route or Highway No. I-5 Station No. _____

Location Oak Grove Rest Area Southbound

Week Beginning July 1964

| | Day of Week | Sun. | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Total |
|---|---|---|---|---|---|---|---|---|---|
| | Day | 26 | 27 | 28 | 29 | 30 | 24 | 25 | |
| | Hour of Day | | | | | | | | |
| A. M. | 12-1 | 9 | 10 | 17 | 9 | 15 | 14 | 20 | |
| | 1-2 | 19 | 9 | 12 | 4 | 7 | 8 | 23 | |
| | 2-3 | 8 | 8 | 9 | 3 | 7 | 6 | 12 | |
| | 3-4 | 6 | 6 | 9 | 4 | 9 | 3 | 8 | |
| | 4-5 | 7 | 15 | 5 | 5 | 3 | 3 | 6 | |
| | 5-6 | 4 | 10 | 9 | 9 | 9 | 7 | 7 | |
| | 6-7 | 7 | 12 | 10 | 11 | 14 | 4 | 13 | |
| | 7-8 | 12 | 16 | 34 | 17 | 15 | 20 | 21 | |
| | 8-9 | 23 | 21 | 20 | 20 | 19 | 15 | 35 | |
| | 9-10 | 29 | 38 | 33 | 34 | 22 | 31 | 32 | |
| | 10-11 | 47 | 53 | 41 | 36 | 29 | 25 | 52 | |
| | 11-12 | 49 | 49 | 52 | 50 | 41 | 48 | 39 | |
| P. M. | 12-1 | 63 | 40 | 47 | 54 | 50 | 67 | 58 | |
| | 1-2 | 52 | 48 | 50 | 36 | 35 | 55 | 50 | |
| | 2-3 | 74 | 48 | 60 | 32 | 40 | 51 | 72 | |
| | 3-4 | 56 | 48 | 62 | 34 | 43 | 47 | 63 | |
| | 4-5 | 65 | 47 | 52 | 30 | 39 | 61 | 73 | |
| | 5-6 | 71 | 52 | 31 | 41 | 20 | 52 | 45 | |
| | 6-7 | 51 | 26 | 29 | 38 | 18 | 51 | 37 | |
| | 7-8 | 45 | 32 | 13 | 25 | 23 | 52 | 27 | |
| | 8-9 | 39 | 18 | 9 | 22 | 14 | 43 | 16 | |
| | 9-10 | 25 | 15 | 11 | 16 | 8 | 21 | 18 | |
| | 10-11 | 14 | 15 | 11 | 12 | 10 | 22 | 23 | |
| | 11-12 | 25 | 18 | 11 | 4 | 12 | 33 | 11 | |
| | Automatic Recorder Total 24 Hours | 806 | 707 | 637 | 556 | 502 | 759 | 762 | |
| | Axle Correction Factor | | | | | | | | |
| | Adjusted All Vehicle Total 24 Hr. | | | | | | | | |
| | | 17% | 15% | 14% | 11% | 10½% | 16% | 16% | |

REMARKS

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey

## AUTOMATIC RECORDER TRAFFIC COUNTS

Portable Recorder ☑ #38 Permanent Recorder ☐

Route or Highway No. I5 Station No. _____

Location Gettings Creek Rest Area Northbound Lane

Week Beginning July 20, 1964

| Day of Week | | Sun. | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Total |
|---|---|---|---|---|---|---|---|---|---|
| Day | | 26 | 27&20 | 21 | 22 | 23 | 24 | 25 | |
| Hour of Day | | | | | | | | | |
| A. M. | 12-1 | 8 | 5 | 5 | 0 | 2 | 1 | 2 | |
| | 1-2 | 5 | 2 | 4 | 5 | 3 | 5 | 2 | |
| | 2-3 | 2 | 2 | 1 | 4 | 2 | 2 | 2 | |
| | 3-4 | 3 | 1 | 2 | 0 | 6 | 5 | 1 | |
| | 4-5 | 5 | 3 | 5 | 4 | 0 | 4 | 3 | |
| | 5-6 | 4 | 2 | 6 | 0 | 4 | 4 | 3 | |
| | 6-7 | 3 | 3 | 3 | 2 | 5 | 3 | 2 | |
| | 7-8 | 7 | 4 | 2 | 2 | 6 | 7 | 3 | |
| | 8-9 | 11 | 14 | 14 | 4 | 9 | 4 | 4 | |
| | 9-10 | 18 | 9 | 11 | 12 | 17 | 9 | 11 | |
| | 10-11 | 17 | 24 | 21 | 19 | 29 | 31 | 18 | |
| | 11-12 | 18 | 27 | 24 | 27 | 30 | 27 | 17 | |
| P. M. | 12-1 | 41 | 35 | 37 | 5 | 24 | 7 | 18 | |
| | 1-2 | 11 | 14 | 25 | 1 | 13 | 8 | 4 | |
| | 2-3 | 14 | 3 | 21 | 1 | 2 | 4 | 2 | |
| | 3-4 | 5 | 8 | 28 | 1 | 1 | 0 | 0 | |
| | 4-5 | 13 | 19 | 13 | 4 | 2 | 0 | 3 | |
| | 5-6 | 4 | 11 | 20 | 11 | 3 | 0 | 2 | |
| | 6-7 | 26 | 9 | 11 | 7 | 3 | 3 | 5 | |
| | 7-8 | 23 | 9 | 11 | 5 | 7 | 12 | 7 | |
| | 8-9 | 15 | 4 | 6 | 13 | 10 | 14 | 14 | |
| | 9-10 | 6 | 7 | 4 | 5 | 8 | 12 | 4 | |
| | 10-11 | 8 | 4 | 3 | 3 | 4 | 2 | 3 | |
| | 11-12 | 7 | 6 | 4 | 4 | 4 | 0 | 15 | |
| Automatic Recorder Total 24 Hours | | 274 | 227 | 281 | 139 | 194 | 164 | 145 | |
| Axle Correction Factor | | | | | | | | | |
| Adjusted All Vehicle Total 24 Hr. | | | | | | | | | |

16%

3%

REMARKS

Sept. 20 '64
9700
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey

AUTOMATIC RECORDER TRAFFIC COUNTS

Portable Recorder ☐ R.C.38 Permanent Recorder ☐

Route or Highway No. _____ Station No. _____

Location Gettings Creek South Bound Lane

Week Beginning [illegible]

| Day of Week | | Sun. | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Total |
|---|---|---|---|---|---|---|---|---|---|
| Day | | 26 | 27 & 20 | 21 | 22 | 23 | 24 | 25 | |
| Hour of Day | | | | | | | | | |
| A. M. | 12-1 | 5 | 6 | 4 | 2 | 4 | 4 | 10 | |
| | 1-2 | 5 | 1 | 1 | — | 2 | 7 | 8 | |
| | 2-3 | 6 | 1 | — | 3 | 7 | 3 | 7 | |
| | 3-4 | 7 | 1 | 4 | 3 | 3 | 1 | 2 | |
| | 4-5 | 4 | 2 | 2 | 1 | 1 | 3 | 4 | |
| | 5-6 | 4 | 3 | 9 | 2 | 4 | 4 | 2 | |
| | 6-7 | 3 | 3 | 5 | 7 | 4 | 9 | 8 | |
| | 7-8 | 6 | 13 | 7 | 10 | 5 | 5 | 11 | |
| | 8-9 | 9 | 23 | 11 | 13 | 5 | 4 | 10 | |
| | 9-10 | 13 | 18 | 11 | 15 | 28 | 16 | 31 | |
| | 10-11 | 20 | 27 | 23 | 17 | 18 | 19 | 17 | |
| | 11-12 | 22 | 21 | 23 | 11 | 24 | 21 | 29 | |
| P. M. | 12-1 | 23 | 30 | 13 | 24 | 27 | 31 | 26 | |
| | 1-2 | 26 | 36 | 23 | 23 | 29 | 21 | 16 | |
| | 2-3 | 27 | 29 | 22 | 27 | 22 | 19 | 28 | |
| | 3-4 | 27 | 26 | 26 | 16 | 17 | 31 | 21 | |
| | 4-5 | 21 | 16 | 14 | 23 | 36 | 30 | 29 | |
| | 5-6 | 13 | 12 | 8 | 12 | 14 | 31 | 30 | |
| | 6-7 | 17 | 8 | 9 | 6 | 17 | 19 | 22 | |
| | 7-8 | 18 | 8 | 12 | 12 | 11 | 14 | 14 | |
| | 8-9 | 13 | 13 | 11 | 7 | 9 | 7 | 9 | |
| | 9-10 | 8 | 11 | 4 | 7 | 5 | 12 | 7 | |
| | 10-11 | 8 | 5 | 7 | 5 | 4 | 9 | 5 | |
| | 11-12 | 7 | 7 | 2 | 5 | 4 | 6 | 12 | |
| Automatic Recorder Total 24 Hours | | 312 | 329 | 257 | 249 | 288 | 329 | 347 | |
| Axle Correction Factor | | | | | | | | | |
| Adjusted All Vehicle Total 24 Hr. | | | | | | | | | |

6% 7% 8% 5% 5½% 7% 7½%

REMARKS

Acct. ADT 94-5900
(Both directions)

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey

AUTOMATIC RECORDER TRAFFIC COUNTS

Portable Recorder ☑ R.C.3Y  Permanent Recorder ☐

Route or Highway No. I5  Station No. _____

Location Cabin Creek Rest Area Northbound.

Week Beginning _____

| | Day of Week | Sun. | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Total |
|---|---|---|---|---|---|---|---|---|---|
| | Day | 26 | 27 & 20 | 21 | 22 | 23 | 24 | 25 | |
| | Hour of Day | | | | | | | | |
| A. M. | 12-1 | 3 | 0 | 1 | 3 | 0 | 1 | 6 | |
| | 1-2 | 4 | 1 | 6 | 3 | 0 | 6 | 3 | |
| | 2-3 | 1 | 1 | 2 | 0 | 1 | 7 | 2 | |
| | 3-4 | 2 | 4 | 1 | 8 | 1 | 1 | 4 | |
| | 4-5 | 1 | 0 | 1 | 4 | 1 | 5 | 3 | |
| | 5-6 | 4 | 3 | 7 | 4 | 0 | 7 | 4 | |
| | 6-7 | 4 | 1 | 2 | 0 | 4 | 6 | 3 | |
| | 7-8 | 8 | 7 | 7 | 6 | 1 | 3 | 13 | |
| | 8-9 | 3 | 11 | 8 | 6 | 6 | 9 | 16 | |
| | 9-10 | 27 | 21 | 5 | 13 | 13 | 8 | 25 | |
| | 10-11 | 27 | 28 | 11 | 23 | 14 | 25 | 51 | |
| | 11-12 | 43 | 38 | 38 | 34 | 54 | 37 | 39 | |
| P. M. | 12-1 | 66 | 59 | 66 | 76 | 58 | 72 | 68 | |
| | 1-2 | 67 | 24 | 37 | 34 | 33 | 42 | 61 | |
| | 2-3 | 52 | 20 | 45 | 64 | 23 | 42 | 43 | |
| | 3-4 | 57 | 39 | 42 | 32 | 31 | 43 | 39 | |
| | 4-5 | 42 | 39 | 66 | 26 | 26 | 21 | 34 | |
| | 5-6 | 30 | 44 | 27 | 21 | 20 | 40 | 24 | |
| | 6-7 | 35 | 6 | 4 | 4 | 18 | 22 | 23 | |
| | 7-8 | 14 | 5 | 2 | 4 | 7 | 4 | 20 | |
| | 8-9 | 8 | 5 | 4 | 4 | 2 | 14 | 15 | |
| | 9-10 | 5 | 6 | 3 | 7 | 2 | 6 | 9 | |
| | 10-11 | 6 | 2 | 5 | 5 | 6 | 2 | 4 | |
| | 11-12 | 7 | 11 | 0 | 1 | 3 | 4 | 6 | |
| | Automatic Recorder Total 24 Hours | 516 | 375 | 390 | 387 | 324 | 427 | 515 | |
| | Axle Correction Factor | | | | | | | | |
| | Adjusted All Vehicle Total 24 Hr. | | | | | | | | |

17%  11%  17%

REMARKS

Est. ADT '71. --5,100
(Both directions).

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey

AUTOMATIC RECORDER TRAFFIC COUNTS

Portable Recorder ☐ R.C.34 Permanent Recorder ☐

Route or Highway No. _____ Station No. _____

Location Cabin Creek South Bound Lane

Week Beginning _____

| Day of Week | | Sun. | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Total |
|---|---|---|---|---|---|---|---|---|---|
| Day | | 26 | 27 | 28 | 29 | 30 | 31 | 25 | |
| Hour of Day | | | | | | | | | |
| A. M. | 12-1 | 7 | — | 4 | — | 4 | 4 | 15 | |
| | 1-2 | 6 | — | 9 | 10 | 2 | 3 | 15 | |
| | 2-3 | 1 | 9 | 4 | — | 2 | 2 | 3 | |
| | 3-4 | 2 | 4 | 3 | 2 | 3 | 3 | 3 | |
| | 4-5 | — | 6 | 3 | — | 1 | 7 | 21 | |
| | 5-6 | 1 | 6 | 2 | 4 | 4 | 8 | — | |
| | 6-7 | 1 | 5 | 2 | 4 | 1 | 3 | 2 | |
| | 7-8 | 16 | 8 | 8 | 3 | 8 | 11 | 2 | |
| | 8-9 | 10 | 16 | 11 | 5 | 10 | 10 | 12 | |
| | 9-10 | 19 | 23 | 12 | 11 | 11 | 23 | 30 | |
| | 10-11 | 16 | 23 | 34 | 22 | 38 | 31 | 24 | |
| | 11-12 | 25 | 32 | 30 | 37 | 33 | 30 | 30 | |
| P. M. | 12-1 | 26 | 30 | 30 | 33 | 28 | 30 | 2 | |
| | 1-2 | 32 | 37 | 18 | 23 | 19 | 31 | 30 | |
| | 2-3 | 26 | 32 | 25 | 24 | 32 | 33 | 18 | |
| | 3-4 | 24 | 22 | 31 | 31 | 32 | 29 | 3 | |
| | 4-5 | 23 | 25 | 15 | 11 | 15 | 20 | 3 | |
| | 5-6 | 25 | 22 | 21 | 17 | 12 | 15 | 26 | |
| | 6-7 | 8 | 14 | 11 | 14 | 11 | 14 | 21 | |
| | 7-8 | 23 | 9 | 16 | 7 | 10 | 13 | 16 | |
| | 8-9 | 17 | 7 | 6 | 15 | 15 | 11 | 12 | |
| | 9-10 | 11 | 12 | 3 | 1 | 7 | 17 | 13 | |
| | 10-11 | 7 | 5 | 7 | — | 12 | 8 | 4 | |
| | 11-12 | 5 | 1 | — | 3 | 5 | 12 | 16 | |
| Automatic Recorder Total 24 Hours | | 331 | 375 | 302 | 309 | 289 | 389 | 411 | |
| Axle Correction Factor | | | | | | | | | |
| Adjusted All Vehicle Total 24 Hr. | | | | | | | | | |

9%  14%

REMARKS- _____

file

FORM E-123X 100M 6-62

RECEIVED
APR 17 1964

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5 (3-1) 241
6x40

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 13, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RE: Santiam River Safety Rest Area
I-5
Marion County, Oregon

Dear Sir:

There is transmitted herewith for your approval, development plans for construction of the Santiam River Safety Rest Area. The estimated cost of this development is $206,346.

Our requirement computations are based on traffic studies made at the Oak Grove Safety Rest Area, substantiated by use surveys made by several other states. The comprehensive Interstate Highway Rest Area Survey made by Wisconsin showed an average of 11 percent of traffic stopped and that 67 percent of the people used rest room facilities. Corroboration of the time use figure was obtained from a Report on Service Plaza Rest Rooms and by the Ohio Turnpike Authority in 1961. This report states, "The facility use time showed the practical capacity of the rest room facilities to be approximately 31 women per stool hour, 116 men per urinal hour, and 17 men per stool per hour with 15 percent of the men using the stools. . ."

Significantly, this study was made to determine which facility needed enlarging. The State of Ohio also admits that the toilet facilities it has constructed in Interstate safety rest areas are inadequate. Consequently, we believe that bases used by us are conservative and use will tend to increase with the construction of additional safety rest areas. One of the summary statements found in the Ohio Turnpike Traffic Survey substantiates this belief, namely, "Once on the Turnpike, the motorist tends to stay on until his Turnpike trip is completed."

According to the August 1, 1960 "Estimate of Cost of Completing the National System of Interstate and Defense Highways in the State of Oregon", the design hour volume for 1975 on Interstate 5 at the Santiam Rest Area is 2660. The directional factor is 53 percent. So the design hour volume to be considered in each direction is 1410 cars. Based on an estimate of ten percent of traffic stopping, 141 cars will stop at Santiam each direction in the design hour.

Actual studies indicate that on the average of the cars stopping, two persons per car use the toilet facilities and that the time each person remained in the facility was approximately two minutes. Since arrivals at the rest area are at random intervals, it is not possible to obtain 100 percent use of this type of facility without unreasonable inconvenience, so, for design purposes, it is assumed that 67 percent use is achieved. Then the total service which must be supplied on each side of the highway is $\frac{14 \times 2 \times 2 \times 1}{0.67}$ = 842 person minutes. Since this is for design hours, dividing by 60 gives 14 fixtures required on each side of the highway. Consequently, our proposal to construct buildings with four toilet fixtures each for men and women in each unit of the Safety Rest Area is conservative and necessary for a minimum solution of public requirements.

Parking requirements also are based on the 1963 survey of Oak Grove Safety Rest Area made by our Traffic Division. These studies show a projected need for 60 cars and 26 truck-trailer combinations, or a total of 86 parking stalls in 1975. Admittedly, these exceed requirements for today's traffic, but in consideration of continuing increases in construction costs, the excessive cost of later alterations or additions, always subject to public criticism, and recognizing that the full development will be needed within an eleven-year period, we believe development of this plan is justified and is in the public interest. We have yet to over-design public use facilities in Safety Rest Areas.

We also believe that the ten percent used to estimate requirements is conservative even though the 1963 Oak Grove survey shows an average of 7.7 percent of highway traffic now entering the safety rest area. This is corroborated by statistics obtained from other states. Michigan reports 12 percent of traffic stops at a rest area on I-94 in the daytime and eight percent at night. Ohio reports several surveys over ten percent with a peak hour reaching 24 percent. North Carolina also reports numerous percentages over ten percent. Consequently, as our surveys at Oak Grove show an increasing use, it is believed that neither our estimated requirements of parking space nor public use of rest areas is excessive.

It is impossible to accommodate the parking requirements of this location within the acre limits mentioned in the AASHO Policy for Safety Rest Areas. Nor do we believe they were meant to be definitive if additional space were needed. Consider these quotations from the AASHO Policy: "The size of a specific site should be governed by the topography and existing natural boundaries and also the likely number of vehicles to be accommodated to serve the estimated traffic volumes for 1975." Again, "The parking space is to be of adequate size and arrangement to accommodate the anticipated number of vehicles . . . ."

Again, "Planning of the total series of safety rest areas in a State should have the objective of a well-distributed system of adequately designed safety rest areas, as fitting to the conditions and needs in that State." It further states that, "It appears logical that such use would be directly related to the ADT volume on the Interstate highway", and, finally, "Natural features of the surrounding terrain, such as woods, streams, lakes, space for enjoyment of mountain views, and the use of adjacent land, will affect the development pattern, size and shape of each site." We have complied with these objectives.

The natural features and projected use of the Santiam River site affirm the need for a larger development area than the approximately three acres stated in the policy. A direct in and out traffic movement from the highway cannot be designed and stay within a desirable distance of the river feature due to the high fill at the bridge location, and to the specified requirements for acceleration and deceleration lanes. Accordingly, the design of the entrance road and the parking area requires additional space to obtain the turning movement, necessary for parking.

Oregon has a problem in trailer parking that apparently does not exist in the midwest and east. This mode of recreational travel is increasing and there is no indication that it will slacken in the forseeable future. Passenger car space is inadequate for parking this type of vehicle, and consequently larger truck and trailer parking space is required. This is substantiated by the 1963 survey at Oak Grove Safety Rest Area, which shows a truck and trailer occupancy of from 67 to 148 percent of capacity for the period from 11:00 A.M. to 2:00 P.M. Consequently, and in consonance with the AASHO site selection and development policies enumerated previously, it is impractical to hold to a three-acre development area.

The cost of this development is appreciably higher for at least three reasons. First, the capacity of the toilet building has been doubled to meet anticipated requirements. Our experience at Oak Grove to date shows this to be prudent. Second, two wells will be drilled as this appears to be most economical. In previous developments, wells had been dug by the State. Third, it has been determined that the grade of the area near the building should be raised to minimize possible flood damage.

Inquiry to the Portland Office of the U. S. Army Engineers obtained the following data relative to high water frequencies at the subject location. Also quoted are the flood stages noted by former Research Engineer Roy Edgerton in a report prepared in 1958.

| Frequency Year | FHSL Stage | Edgerton Report |
|---|---|---|
| 5 | 200.3 | 203.6 |
| 10 | 201.4 | 205.1 |
| 25 | 202.5 | 206.5 |
| 50 | 203.2 | 207.4 |

The Army Engineer's estimate includes the regulation that will be exercised by both the Detroit and Green Peter dams. The Green Peter dam is scheduled for completion in 1967, but the control effect will be realized in the fall of 1966. Mr. Edgerton noted that regulation at Detroit Dam would lower his figures about a foot. It is believed that the raising the elevation in part of the area is necessary to eliminate both public criticism and temporary closing of the facility due to high water.

Very truly yours,

Forrest Cooper
State Highway Engineer

By Lloyd P. Shaw
Lloyd P. Shaw
Assistant Highway Engineer

MHA:de

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Sheet 1 of 3 Sheets

Section Santiam River Safety Rest Area  Unit
Highway Pacific  County  Prefix 624-1490-906
Length  Designer RDH  Draftsman  Date April 15, 1964

Grading and Surfacing Items

| Item | Unit | Net | 10% Allow | Gross | Unit Price | Amount |
|---|---|---|---|---|---|---|
| SITE DEVELOPEMENT | | | | | | |
| 1 Clearing & Grubbing | All | All | — | All | — | 2,000 00 |
| 1 Drainage Excavation, Unclassified | Cu.yd. | 218 | 22 | 240 | 3 00 | 720 00 |
| 1 Embankment in Place | Cu.yd. | ~~9250 13134~~ | ~~750 1366~~ | ~~10000 14500~~ | 0 50 | ~~5000 00 7250 00~~ |
| 1 8-inch Culvert Pipe | Lin.Ft. | 96 | 10 | 106 | 2 75 | 291 50 |
| 1 12-inch Culvert Pipe | Lin.Ft. | 1,056 | 104 | 1160 | 3 75 | 4350 00 |
| 1 12-inch Culvert End Sections | Each | 4 | — | 4 | 30 00 | 120 00 |
| 1 Concrete Inlets, Type CB | Each | 17 | 1 | 18 | 85 00 | 1,530 00 |
| 1 Coarse Crushed Material in Base | Cu.Yd. | 3,857 | 393 | 4250 | 3 60 | 15300 00 |
| 1 3/4"-0 Material in Base & Foundations | Cu.Yd. | 1,835 | 165 | 2000 | 4 50 | 9000 00 |
| 1 Sprinkling | M-Gal | 142 | 18 | 160 | 3 00 | 480 00 |
| 1 3/4"-0 Material in Binder | Cu.Yd. | 158 | 22 | 180 | 5 00 | 900 00 |
| 1 RC-250 Asphalt | Ton | 24 | 2 | 26 | 50 00 | 1,300 00 |
| 1 Class "B" Asphaltic Concrete | Ton | 4,363 | 437 | 4,800 | 8 50 | 40,800 00 |
| 1 Class "C" Asphaltic Concrete | Ton | 265 | 35 | 300 | 10 00 | 3,000 00 |
| 5 Concrete Curbs | Cu.Yd. | 186 | 14 | 200 | 45 00 | 9,000 00 |
| 3 Furnish & Plant Trees | Each | 168 | 12 | 180 | 9 00 | 1,620 00 |
| 7 Furnish & Plant Shrubs | Each | 1,092 | 58 | 1150 | 3 75 | 4312 50 |
| 2 Furnish & Plant Salal | Each | 400 | 40 | 440 | 1 00 | 440 00 |
| 1 Furnish & Plant Kinnikinnick | Each | 640 | 70 | 710 | 0 40 | 284 00 |
| 2 Mulch Material | 200 Cu.Ft. Unit | 32.6 | 3.4 | 36 | 14 00 | 504 00 |
| 1 Inorganic Fertilizer | CWT | 66.7 | 7.3 | 74 | 5 50 | 407 00 |
| 1 Manure Fertilizer | CWT | 26.5 | 2.5 | 29 | 6 00 | 174 00 |
| 3 Organic Fertilizer | CWT | 2.6 | 0.4 | 3 | 5 50 | 16 50 |
| 14 Preparing Area & Seeding To Grass | Acre | 6.95 | 0.65 | 7.6 | 300 00 | 2280 00 |
| | | | | Total | | ~~103829 50 106,079 50~~ |

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE

Sheet 2 of 3 Sheets

Section Santiam River Traffic Control Unit
Highway County Prefix
Length Designer Draftsman Date

Grading and Surfacing Items

| Item | Unit | Net | ~~10%~~ Allow | Gross | Price | Amount |
|---|---|---|---|---|---|---|
| 5) Creeping Red Fescue Grass Seed | Lb. | 437 | 63 | 500 | 0 75 | 375 00 |
| 6) Chewings Fescue Grass Seed | Lb | 437 | 63 | 500 | 0 75 | 375 00 |
| 7) Newport Blue Grass Seed | Lb. | 437 | 63 | 500 | 1 00 | 500 00 |
| BUILDINGS | | | | | | |
| 1) Toilet Buildings | Each | 2 | — | 2 | 14000 00 | 28000 00 |
| 2) Extra Concrete | Cu.Yd. | — | 2 | 2 | 50 00 | 100 00 |
| 3) Concrete Walks | Sq.Yd. | 45 | — | 45 | 4 00 | 180 00 |
| WATER SYSTEMS | | | | | | |
| 1) Water Wells | Each | 2 | — | 2 | 500 00 | 1,000 00 |
| 2) Well Housings | Each | 2 | — | 2 | 250 00 | 500 00 |
| 3) Pumping Installations | Each | 2 | — | 2 | 1750 00 | 3500 00 |
| 4) 2½-inch Water Line | Lin.Ft. | 635 | 35 | 670 | 2 00 | 1340 00 |
| 5) 1½-inch Water Line | Lin.Ft. | 320 | 20 | 340 | 0 85 | 289 00 |
| 6) 1¼-inch Water Line | Lin.Ft. | 1285 | 65 | 1350 | 0 70 | 945 00 |
| 7) 1-inch Water Line | Lin.Ft. | 1290 | 60 | 1350 | 0 60 | 810 00 |
| 8) ¾-inch Water Line | Lin.Ft. | 2585 | 125 | 2710 | 0 55 | 1490 00 |
| 9) ½-inch Water Line | Lin.Ft. | 1020 | 50 | 1070 | 0 50 | 535 00 |
| 10) ¾-inch Quick Coupler Valves | Each | 41 | — | 41 | 12 00 | 492 00 |
| SEWAGE SYSTEMS | | | | | | |
| 1) Septic Tanks (4000 Gal.) | Each | 2 | — | 2 | 3200 | 6,400 00 |
| 2) Disposal Fields (2500 Sq.Ft.) | Each | 2 | — | 2 | 2500 | 5000 00 |
| 3) 4-inch Sewer Line | Lin.Ft. | 105 | 20 | 125 | 2 00 | 250 00 |
| | | | | | | |
| | | | | | | |

Total 52,081 00

OREGON STATE HIGHWAY DEPARTMENT
QUANTITY SUMMARY & COST ESTIMATE Sheet 3 of 3 Sheets

Section Santiam River Safety Rest Area Unit
Highway County Prefix
Length Designer Draftsman Date

Grading and Surfacing Items

| Item | Unit | Net | ±0% Allow | Gross | Price | Amount |
|---|---|---|---|---|---|---|
| ELECTRICAL FACILITIES | | | | | | |
| 44) Electrical System | All | All | — | All | — | 3500.00 |
| 45) Area Illumination Installation | All | All | — | All | — | 2000.00 |
| REST GROUNDS FACILITIES | | | | | | |
| 46) Concrete Drinking Fountains | Each | 6 | — | 6 | 95.00 | 570.00 |
| 47) Water Hydrants | Each | 13 | — | 13 | 70.00 | 910.00 |
| 48) Picnic Tables (8-foot) | Each | 40 | — | 40 | 110.00 | 4400.00 |
| 49) Refuse Receptacles | Each | 15 | — | 15 | 30.00 | 450.00 |
| SIGNING | | | | | | |
| 50) Sign Support Footings | All | All | — | All | — | 175.00 |
| 51) Single Sign Supports | All | All | — | All | — | 1500.00 |
| 52) Wood Sign Posts | All | All | — | All | — | 300.00 |
| 53) Type "R" Signs in Place | Sq. Ft. | 438 | — | 438 | 6.20 | 2,759.40 |
| 54) Type "C" and "T" Signs in Place | Sq. Ft. | 53 | — | 53 | 3.65 | 193.45 |
| | | | | | | 16,757.85 |
| | | | | | | 10382.70 |
| | | | | | | ~~106,077.20~~ |
| | | | | | | 57,051.00 |
| | | | For Comparison of bids | | | ~~174,919.35~~ |
| | | | ~~+20% Engg & Cont~~ | | | ~~34,983.87~~ |
| | | | ~~Total Est Cost~~ | | | ~~209,902.07~~ |
| Furnish & Place Topsoil | Cu.Yd. | 3884 | 416 | 4300 | 2.50 | # 10750.00 |
| | | | For Comparison of bids | | | # 183,418.35 |
| | | | 12½% | | | # 22,927.29 |
| | | | Total | | | # 206,345.64 |

Total

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
M. H. Astrup

MIA:de: ajw

Form 2Aux—

OREGON STATE
HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET ..... OF ..... SHEETS

CORRELATION OF PUBLIC USE FACILITIES
ON
INTERSTATE SAFETY REST AREAS

STATE PRINTING

| LOCATION | PARKING Trucks, Trailers | PARKING Light Vehicles | Refuse Cans | Drinking Fountain | Water Hydrants | Toilet Bldgs. | Tables | Sun Shelter | 1975 Projected Parking |
|---|---|---|---|---|---|---|---|---|---|
| Oak Grove | 12 | 50 | 6 | 2 | 5 | 2 | 20 | 0 | 36- 82 |
| Memaloose | 12 | 50 | 6 | 5 | 4 | 2 | 18 | 1 | 26- 64 |
| Manzanita | 12 | 50 | 6 | 2 | 4 | 2 | 20 | 0 | 20- 44 |
| Santiam R. | 59 | 104 | 14 | 7 | 12 | 2 | 40 | 0 | 52-120 |

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section
August, 1963

## PROJECTED AMOUNT OF REST AREA USE AND RELATED INFORMATION
Summer, 1975

| | Oak Grove Rest Area Hwy. 1, M.P. 95.3 | Santiam Rest Area Hwy. 1, M.P. 60.4 |
|---|---|---|
| Average Daily Traffic | | |
| 1961 | 7,200 | 11,250 |
| 1962 | 9,100 | 13,150 |
| 1963 (estimated) | 9,000 | 13,000 |
| 1975 (estimated) | 16,500 | 23,800 |
| 1975 Summer Average Daily Traffic (factor 1.25) | 20,600 | 29,800 |
| Average Daily Traffic, One Direction (assumed 50 percent split). | 10,300 | 14,900 |
| Daily Number of Vehicles Entering Rest Area, One Direction (10 percent) | 1,030 | 1,490 |
| Average Daily Number of Vehicles Accumulated in Rest Area at Peak Moment, One Direction (5.8 percent of no. entering) | 60 | 86 |
| Single Light Vehicles (10 percent) | 42 | 60 |
| Trucks and Vehicle Combinations (30 percent) | 18 | 26 |
| Average Daily Number of Persons Desiring Use of Restrooms at Peak Moment, One Direction (2.0 persons per vehicle x 0.25) | 30 | 43 |
| Average Daily Number of Tables in Use During Peak Moment, One Direction (1/3 of peak vehicle accumulation) | 20 | 28 |
| Average Daily Number of Persons Using Drinking Water Facilities, One Direction (1.2 persons per vehicle) | 1,240 | 1,790 |
| Average Daily Number of Persons Using Restrooms, One Direction (2.0 persons per vehicle) | 2,060 | 2,980 |
| Average Daily Number of Persons Using Rest Area, One Direction (2.3 persons per vehicle) | 2,370 | 3,430 |

Incl. 2

DISTRICT 3

T-4(1)-12W

6840

Commissioners
Joseph W. Smith, Klamath Falls
Chairman
John P. Amacher, Winchester
Vice-Chairman
Tallant Greenough, Coquille
Wayne E. Phillips, Baker
J. Pat Metke, Bend

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

January 31, 1964

CONSTRUCTION DIVISION
RECEIVED
FEB 3 1964
NOTED.. ☐ CE ☐ ACE ☐ ACE ☐ ☐ COE

State Highway Engineer
State Highway Department
Salem 10, Oregon

Attention: Mr. F. D. Morgan

Dear Sir:

We have reviewed the project plans contained in your letter of January 8, 1964.

From a fishery standpoint, there will be no problem with the following five projects and they are approved:

1. Willamette River-Battle Creek Section, Pacific Highway, Clackamas and Marion Counties.
2. Cascade Locks-Mitchell Point Section, Columbia River Highway, Hood River County.
3. Santiam River Safety Rest Area. Pacific Highway, Marion County.
4. Manzanita Safety Rest Area, Pacific Highway, Josephine County.
5. N. Ashland Interchange-S. Ashland Interchange Section, Pacific Highway, Jackson County.

We have also just received the plan (drawing No. 19111) for the Wallowa River Bridge. Both the Minam River and the Wallowa River are important spawning and nursery streams for several species of anadromous fish. We would like to request that any siltation resulting from the project, be kept to a bare minimum, and stream disturbance be confined to the smallest possible area.

Thank you for requesting our comments.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:dm

cc: Director, Fish Commission

cc to: A. W. Parsons
Lloyd Shaw
L. H. Young
Frank Hall
T. C. Roake
J. E. Morelock

NOTED
LOYD P. S.

COMMISSIONERS:
HERMAN P. MEINZINGER, CHAIRMAN, BEAVERTON
OTTO G. HOFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

F-E-1(3)-24

C & D

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

January 20, 1964

Oregon State Highway Department
P. O. Box 30
Salem, Oregon, 97310

Attention: Mr. F. D. Morgan

Gentlemen:

The following proposed construction projects and prospectuses for location surveys on highway construction projects that were brought to our attention by letter dated December 31, 1963 have been reviewed by this office:

Airport Road-Irrigon Junction Section, Old Oregon Trail Highway, Morrow County

Stayton Bridge Section, FAS 570, Marion & Linn Counties

Fairgrounds-Shady Sections, Pacific Highway, Douglas County

Columbia Avenue-Hamburg Avenue Section, Oregon Coast Highway, Clatsop County

Sunset Highway-Walker Road Section, FAS 838, Washington County

Willamette River-Battle Creek Section, Pacific Highway, Clackamas & Marion Counties

Santiam River Safety Rest Area, Pacific Highway, Marion County

Manzanita Safety Rest Area, Pacific Highway, Josephine County

Copies to
WW Parsons
Kloyd Shaw
L H Young
T C Rowe
Frank Hall
JE Marlatt

We concur in your project proposals and have no recommendations for the protection of fish life to offer since there are no streams or rivers involved.

Sincerely,

William D. Clothier

WILLIAM D. CLOTHIER, ASSISTANT
STATE FISHERIES DIRECTOR

cc: Oregon Game Commission

RECEIVED
JAN 15 1964
FOR FILING

TH-5-4(39) 241
6840

Salem, Oregon
January 14, 1964

Mr. Donald L. Trout
Rural Engineer
B u i l d i n g

Santiam Safety Rest Area
Pacific Highway
Marion County

Mr. Porter has inspected the plans and estimate you submitted on this project under date of January 8 and is in accord with your proposals.

Will you please gather all available arguments to assail the Bureau of Public Roads and attempt to secure participation on the Interstate basis.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

FORM B-30 90M 8-63 49607

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 8, 1964

To: Mr. L. P. Shaw
Ass't State Highway Engineer
BUILDING

SUBJECT: Santiam Safety Rest Area
Pacific Highway
Marion County

Transmitted herewith a copy of the estimate for the proposed construction of the subject rest area. This estimate is based on a toilet building with four toilet and two washing facilities in each of the men's and women's toilets.

The cost of $11,060 for this building was determined by starting with a basic toilet building containing two toilet and two washing facilities in each of the men's and women's toilets for a cost of $7,500. It will cost $1,780 for each minimum addition, which is one toilet facility in each of the men's and women's toilets, to the basic building. We have added two of these additions to the basic building for this estimate. The above costs were furnished by the Bridge Department.

We do not feel it is necessary to have two washing facilities for only two toilet facilities in the basic toilet building. We question the need for two washing facilities for any less than four or five toilet facilties. The men's room on the second floor of this building has seven toilets, three urnals and only two wash basins. This arrangement is apparently adequate. With this in mind we feel that consideration should be given to reducing the number of wash basins in the smaller toilet buildings.

F. D. Morgan
Construction Engineer

by Donald L. Trout
Donald L. Trout
Rural Engineer

DLT:dc
Encl.
cc: Mark Astrup

RECEIVED
JAN 13 1964
OFFICE OF
STATE HIGHWAY ENGINEER

January 7, 1964

OREGON STATE HIGHWAY DEPARTMENT
SANTIAM SAFETY REST AREA
PACIFIC HIGHWAY - MARION COUNTY

| ITEM | UNIT | GROSS | PRICE | AMOUNT |
|---|---|---|---|---|
| Clearing & Grubbing | All | All | | $ 500.00 |
| Drainage Excavation | Cu. Yd. | 122 | $ 3.50 | 427.00 |
| General Excavation | Cu. Yd. | 1,275 | 0.60 | ,765.00 |
| Embankment in Place | Cu. Yd. | 15,290 | 0.75 | 11,468.00 |
| Furnish & Place Topsoil | Cu. Yd. | 7,050 | 2.50 | 17,625.00 |
| 12-inch Concrete Pipe | Lin. Ft. | 717 | 2.75 | 1,972.00 |
| 4" Cast Iron Sewer Line | Lin. Ft. | 130 | 2.80 | 364.00 |
| 12-inch End Sections | Each | 5 | 35.00 | 175.00 |
| Extra Concrete | Cu. Yd. | 2 | 80.00 | 160.00 |
| Construct Type "G" Inlets | Each | 10 | 100.00 | 1,000.00 |
| Construct Type "G-2" Inlets | Each | 1 | 125.00 | 125.00 |
| Construct Type "C" Curbs | Cu. Yd. | 198 | 50.00 | 9,900.00 |
| Coarse Crushed Material in Base | Cu. Yd. | 3,138 | 3.50 | 10,983.00 |
| 3/4"-0 Material in Base | Cu. Yd. | 1,465 | 4.00 | 5,860.00 |
| Sprinkling | M-gal. | 111 | 3.00 | 333.00 |
| 3/4"-0 Aggregate in Binder | Cu. Yd. | 130 | 5.50 | 715.00 |
| Asphalt in Binder | Ton | 21 | 55.00 | 1,155.00 |
| Asphalt in Tack | Ton | 4 | 75.00 | 300.00 |
| Class "B" Asphaltic Conc. in Pvmt. | Ton | 3,854 | 7.50 | 28,905.00 |
| Class "C" Asphalt Conc. in Sidewalks | Ton | 370 | 20.00 | 7,400.00 |
| Roadside Seeding | Acre | 6 | 300.00 | 1,800.00 |
| Furnish & Planting Trees | Each | 180 | 9.00 | 1,620.00 |

Is this figured at 4" thick?

| ITEM | UNIT | GROSS | PRICE | AMOUNT |
|---|---|---|---|---|
| Furnish & Planting Shrubs | Each | 930 | $ 3.75 | $ 3,487.00 |
| Furnish & Planting Bearberry | Each | 1,100 | 0.40 | 440.00 |
| Furnish & Plant Cascade Mahonia | Each | 680 | 2.25 | 1,530.00 |
| Furnish & Planting Salal | Each | 800 | 1.00 | 800.00 |
| Mulch Material | Unit | 86 | 14.00 | 1,204.00 |
| Inorganic Fertilizer | Cwt. | 31 | 5.50 | 170.00 |
| Manure Fertilizer | Cwt. | 25 | 6.00 | 150.00 |
| Organic Fertilizer | Cwt. | 6 | 5.50 | 33.00 |
| 1/2" Galv. Steel Water Pipe | Lin. Ft. | 80 | 0.50 | 40.00 |
| 3/4" Galv. Steel Water Pipe | Lin. Ft. | 2,070 | 0.55 | 1,138.00 |
| 1-inch Galv. Steel Water Pipe | Lin. Ft. | 1,730 | 0.60 | 1,038.00 |
| 1-1/4" Galv. Steel Water Pipe | Lin. Ft. | 1,400 | 0.70 | 980.00 |
| 1-1/2" Galv. Steel Water Pipe | Lin. Ft. | 960 | 0.85 | 816.00 |
| 2-inch Galv. Steel Water Pipe | Lin. Ft. | 1,810 | 1.10 | 1,991.00 |
| 2-1/2" Galv. Steel Water Pipe | Lin. Ft. | 460 | 1.50 | 690.00 |
| 1/2-inch Drain Valves | Each | 30 | 9.00 | 270.00 |
| 3/4-inch Gate Valve | Each | 1 | 10.00 | 10.00 |
| 1-inch Gate Valve | Each | 5 | 15.00 | 75.00 |
| 1-1/4-inch Gate Valve | Each | 1 | 20.00 | 20.00 |
| 2-1/2-inch Gate Valve | Each | 2 | 35.00 | 70.00 |
| 2-inch Gate Valve | Each | 2 | 30.00 | 60.00 |
| 3/4-inch Quick Coupling Hose Valve | Each | 90 | 12.00 | 1,080.00 |
| 2-inch Vacuum Breaker | Each | 1 | 25.00 | 25.00 |
| 2-1/2-inch Vacuum Breaker | Each | 1 | 35.00 | 35.00 |

Santiam Safety Rest Area

| ITEM | UNIT | GROSS | PRICE | AMOUNT |
|---|---|---|---|---|
| Water Hydrants | Each | 12 | $ 70.00 | $ 840.00 |
| Wells | Each | 2 | 500.00 | 1,000.00 |
| Well Housing | Each | 2 | 250.00 | 500.00 |
| Pump System | Each | 2 | 1,750.00 | 3,500.00 |
| Portable Water Distribution Inst. | Lump Sum | 2 | 1,050.00 | 2,100.00 |
| Septic Tanks | Each | 2 | 2,000.00 | 4,000.00 |
| Disposal Field | Each | 2 | 2,100.00 | 4,200.00 |
| Picnic Table (8-ft.) | Each | 40 | 110.00 | 4,400.00 |
| Refuse Receptacle | Each | 14 | 30.00 | 420.00 |
| Concrete Drinking Fountain | Each | 7 | 95.00 | 665.00 |
| Toilet Bldg. | Each | 2 | 11,060.00 | 22,120.00 |
| Furnish (8 BP 36) Steel Piles | Lin. Ft. | 119 | 5.50 | 655.00 |
| Drive Steel Piles | Each | 9 | 100.00 | 900.00 |
| Metal Sign Posts | All | All | | 475.00 |
| Wood Sign Posts | All | All | | 300.00 |
| Type "B" Signs in Place | Sq. Ft. | 438 | 6.30 | 2,759.00 |
| Type "C" &"T" Signs in Place | Sq. Ft. | 50 | 3.65 | 183.00 |
| Illumination | All | All | | 3,765.00 |
| | | Total | | $172,486.00 |
| | + 20% Engineering & Contingencies | | | 34,514.00 |
| | | TOTAL Estimated Cost | | $207,000.00 |

Form E-106—10M—7-62
State Printing 45050

Job No. .....

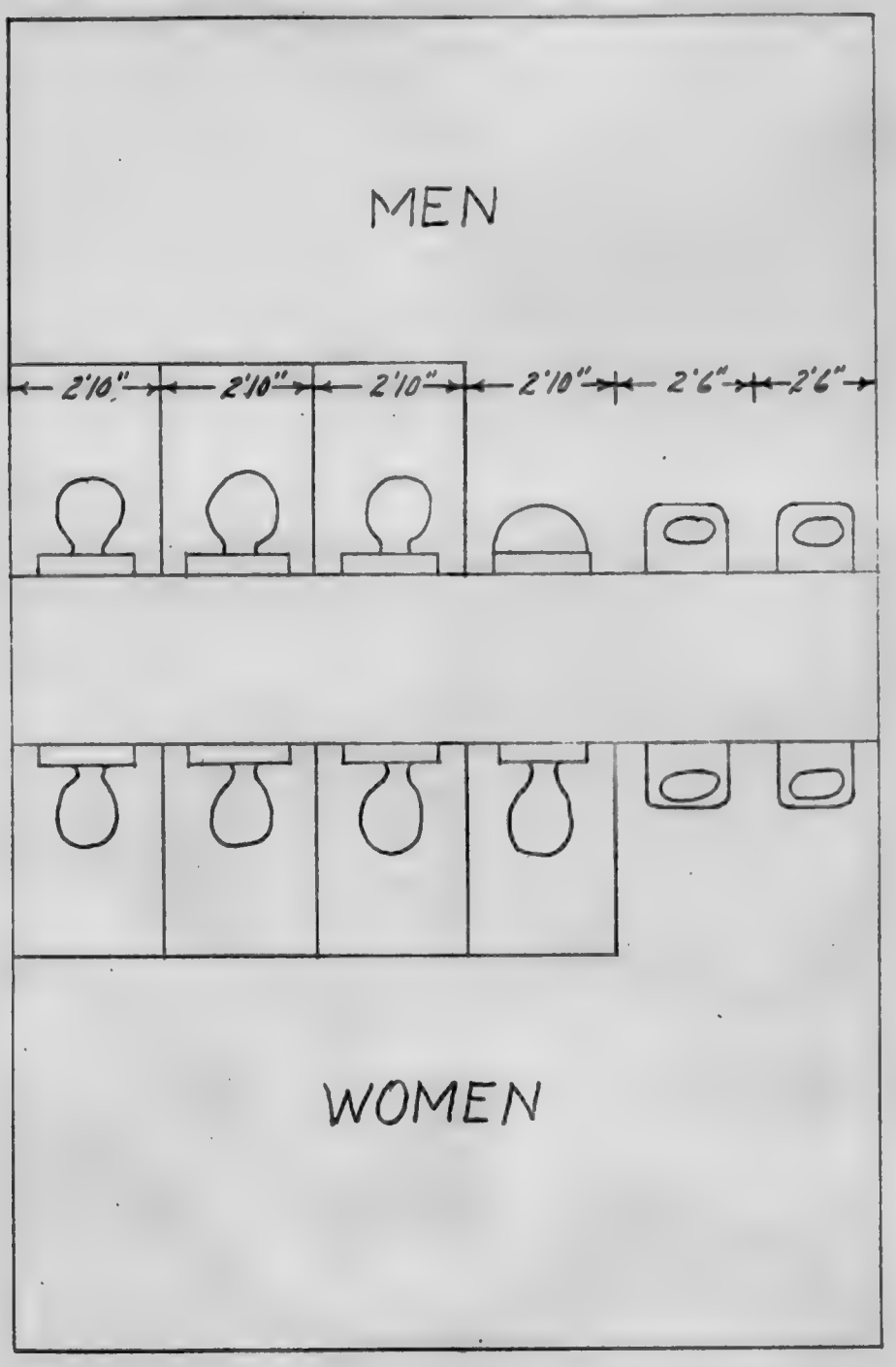
Sheet ..... of ..... Sheets

OREGON STATE HIGHWAY DEPARTMENT

Calculations for Santiam Safety Rest Area

Made by Sage Jan., 1964. Checked by ....., 19..... Backchecked by ....., 19.....

# TOILET BUILDING



RECEIVED
NOV 15 1963
OREGON STATE HIGHWAY DEPT.
FOR FILING
I-5-4(29)241
C-x40

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1963

March 10 Schedule

SUBJECT: Santiam Rest Area
Construction Elevations

To:
Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

L

I forward herewith a copy of a report written by Mr. Mark Astrup, Landscape Engineer, giving new data on the flood stage of the Santiam River Rest Area.

It would appear from this report that the proposed construction of the Santiam Rest Area could revert to the original plan and produce a savings somewhere in the neighborhood of $30,000. Reduced flood stage readings would indicate that if the rest area were constructed to the original construction elevation of approximately 202 feet, we would have a 25-year frequency of flooding. Between now and 1966, however, the danger would be greater than this. It would appear from the figures of this report that the proposed Santiam Rest Area could be constructed to the original elevation of 202 feet with very little danger and considerable saving of funds.

Do you wish to re-open the matter of elevations to be used for the construction of this safety rest area? Please advise.

F. D. Morgan
Construction Engineer

FDM:fp
Enc.
cc Mark Astrup

NOTED
LLOYD P. SHAW

RECEIVED
SEP 12 1963
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X SOM 3-62 49606

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 10, 1963

To:

SUBJECT: Flood Stages of the Santiam River Safety Rest Area

F. D. Morgan
Construction Engineer
B U I L D I N G

Mr. Meola Contacted Mr. Pederson in the Portland office of the U. S. Army Engineers on September 5 and obtained the following data relative to water stages on the Santiam River at the subject location. Also quoted are the flood stages noted by former Research Engineer Roy Edgerton in a report prepared in 1958.

| Frequency Year | FMSL Stage | Edgerton Report |
|---|---|---|
| 5 | 200.3 | 203.6 |
| 10 | 201.4 | 205.1 |
| 25 | 202.5 | 206.5 |
| 50 | 203.2 | 207.4 |

Mr. Pederson's estimate includes the regulation that will be exercised by both the Detroit and Green Peter dams. The Green Peter dam is scheduled for completion in 1967, but the control effect will be realized in the fall of 1966. Mr. Edgerton noted that regulation at Detroit Dam would lower his figures about a foot.

There is attached a compilation of high waters at Santiam River bridge on I-5ON, prepared by Research Engineer Jenkins. Based on a study of this compilation, the estimated flood stage given us by Mr. Pederson, it would appear that it should be comparatively safe to reduce the maximum elevations of the Santiam River Safety Rest Area to 202 rather than the 204 now planned.

May we have your decision on this recommendation?

Mark H. Astrup

Mark H. Astrup
Landscape Engineer

Enclosure

Sept 6, 1963

Maximum Elevations of Santiam River at Pacific Highway

| Water year | Date | Discharge cfs | Elevation, ft MSL 1947 sup. Adj. |
|---|---|---|---|
| 1957 | 12-11-56 | 104,000 | 202.6 |
| 1958 | 12-21-57 | 95,500 | 202.0 - rating curve<br>201.5 - observed |
| 1959 | 11-20-58 | 65,000 | 199.7 |
| 1960 | 2-8-60 | 36,400 | 197.6 |
| 1961 | 11-25-60 | 142,000 | 205.1 |
| | 2-11-61 | 140,200 | 205.0 |
| 1962 | 11-20-61 | 60,300 | 199.4 |
| 1963 | 11-21-62 | 53,500 | 198.9 |

John C. Jenkins

RECEIVED
SEP 4 1963
FOR FILING

I-5-4(39)241
6840

Salem, Oregon
September 3, 1963

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

Santiam Rest Area
Interstate 5

Reference is made to your letter of August 30 which asks for instruction, whether to submit plans to the Bureau of Public Roads on basis of present $240,000 estimate or to curtail plans and thereby reduce cost.

Try this on the Bureau as is. We may have to back off ultimately, but there is no point in not trying for what we consider the proper installation.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

NOTE: Put this project on ice until Manzanita Rest Area is decided. This at meeting of Parsons and Cooper 9-3-63.-LPS

FORM E-20 50M 5-62 42909

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30, 1963

SUBJECT: Information Concerning
Santiam Safety Rest Area

To:

Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

I forward herewith three sets of plans and copies of a rough draft of a letter to the Bureau of Public Roads concerning the submission of the Santiam River Safety Rest Area.

This rest area is now estimated to cost $240,000. It is anticipated that the Bureau of Public Roads may return this project for reduction in cost and possibly also because the area is considerably larger than that recommended on Interstate policy.

Please advise if you wish this proposal submitted to the Bureau as is, ~~should it be revised by the Bureau~~ or do you consider reducing the cost of this project before submission of this set of plans.

F. D. Morgan
Construction Engineer

FDM:fp
Enc.
cc R. D. Asburry
Mark Astrup

FORM CD-121 (PRES. BY A)

UNITED STATES GOVERNMENT

*Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

10 25 62

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: ~~October 18, 1962~~

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Federal-aid Interstate Program
Santiam River Safety Rest Area

In reference to your letters of August 15, 1962 and October 5, 1962 on the subject program, our Regional Office has approved, effective October 12, 1962, the addition of the following item to the Oregon Federal-aid Interstate Program. This approval has the concurrence of our Washington Office.

| Item | Project | Location | Proposed Work |
|---|---|---|---|
| 164 | I-5-4(39)241 | US 99 Santiam River Rest Area | Landscape, Convenience Facilities |

This approval covers one Stage 2 project involving the construction phase only for 0.00 miles of roadway at a total estimated cost of $37,000, of which the Federal portion is $34,000. The unprogramed balance of these funds is $32,889,856.50 according to our records of this date.

Approval is with the understanding that all work shall conform to the provisions of PPM 20-4 and that the project agreement will contain a statement to the effect that the rest area will be maintained in a clean, attractive condition at all times.

12/5/62 Checked with Gifford & Hardie re approval of survey order – No approval rec'd. Hardie will check further and advise
EHH.

Young
Morgan

RECEIVED
OCT 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L. PORTER

Copy to Astrup

CONSTRUCTION DIVISION
RECEIVED
OCT 26 1962
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RECEIVED
OCT 16 1962
FOR FILING
I-5-4(37)241
(-)(11)

August 15, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Re: Oregon Federal Aid Interstate Program
Item 164 I-5-4(39)241
Santiam River Safety Rest Area

Dear Sir:

Reference is made to Commissioner Armstrong's circular memoranda to Regional and Division Engineers of the Bureau of Public Roads dated August 6 and September 30, 1959, on the subject of safety rest areas on interstate highways.

Although, in general, these memos limited participation in the construction of safety rest areas to basic highway and parking facilities, they also provided that "convenience and any comfort facilities provided at the safety rest areas are to be nonparticipated items for federal-aid funds except where, because of specifically significant, historical or natural values, especially high continuing use may be expected. These excepted instances will require prior approval of the Washington office for participation." We believe the Santiam River Safety Rest Area qualifies because of significant historical and natural values and expected high continuing use.

The Santiam River Safety Rest Area is located in Marion County, Oregon, approximately 7 miles north of Albany and 15 miles south of Salem on Interstate Highway No. 5. It is 35 miles north of the Oak Grove Safety Rest Area.

A study of the spacing of safety rest areas on the interstate system was initiated at the beginning of that program under policies very similar to those later published in the pamphlet, "A Policy on Safety Rest Areas for the National System of Interstate and Defense Highways". This particular site was chosen because the land was State-owned, mileage-wise it fits into the statewide pattern, and most important, it is the only location accessible to a major stream on the interstate system in Oregon. Water is always a predominantly popular natural feature to people. In addition to the scenic location of the river, the location is the first safety rest area south of Portland encountered by the highway user. It would therefore be a welcome break in travel distance and

provide an essential service to the highway user without leaving the interstate highway proper.

The area also has historical significance, particularly to transportation. Milton Hale established the first ferry crossing the Santiam River in 1846 at a site approximately two miles downstream from Jefferson.* That would place the location in the vicinity of the safety rest areas and justify the erection of a commemorating historical marker. Up to that time, the Santiam River was the southern boundary of emigration. The ferry extended the frontier and served to funnel emigrants through this location as it was the only ferry until 1851. The provisional and early territorial governments both aided it by roads which made the monopoly more complete. The inauguration of the ferry also resulted also resulted in the establishment of two early day towns - Santiam City on the north and Syracuse on the south bank of the river. Both towns were destroyed in the memorable flood of 1861, but the ferry continued operation until 1882.

The construction of basic highway and parking facilities at Santiam River Safety Rest Area was completed under the construction contract. The experience at Oak Grove Safety Rest Area has shown that the parking facilities are inadequate and therefore, it has been necessary to increase the parking area.

There is attached, a tabulation prepared by the Traffic Engineering Division comparing the estimated amounts of rest area use at the proposed Santiam River Safety Rest Area with related information obtained from use at the Oak Grove Safety Rest Area. The 7 percent figure used for the daily number of vehicles entering the rest area was based on a recent survey made of the Oak Grove Rest Area. It is noted that the 7 percent figure is considerably less than those disclosed by a recent check in one of Ohio's Safety Rest Areas. Their survey showed that the lowest percentage of highway traffic entering the rest area was 12.3 percent from 9:00 to 10:00 A.M. and the highest was 18.9 percent between 1:00 and 2:00 P.M. Therefore, we believe that our estimate is conservative and the use of safety rest areas on Oregon's interstate system will substantially increase with the completion of the proposed system and as highway users become familiar with their locations. Present and anticipated heavier usage will require the installation of flush toilets and drinking water if standards of sanitation and modern conveniences acceptable to the public are maintained.

* The Oregon Historical Quarterly, Vol. XXXII, September, 1931, No. 3. Syracuse & Santiam City 1845-61.

We are convinced from the many expressions of public appreciation of rest areas that they contribute an excellent public relations value to the State and Federal highway programs. The use of existing rest areas, as disclosed by surveys made by this department and corroborated by the experiences of other states, convinces us that there will be a continued and increasingly important public use of the Santiam River Safety Rest Area. We are also convinced that the location has significant natural and historical values and that public use facilities are necessary to achieve maximum benefits to road users. We wish to urge and recommend approval of federal participation for the provision of convenience and comfort facilities at this safety rest area. Oregon is willing and capable of furnishing proper maintenance so our rest areas are a source of pride to the State and Federal governments.

Representative views of the Santiam River Safety Rest Area site are attached.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

LHY:mmb
cc: Mr. R. L. Porter
Mr. F. D. Morgan
Mr. M. H. Astrup

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section
July, 1962

ESTIMATED AMOUNT OF REST AREA USE AND RELATED INFORMATION
Summer 1975

| | Santiam Rest Area Hwy. 1, M.P. 60.4 | Oak Grove Rest Area Hwy. 1, M.P. 95.3 |
|---|---|---|
| Average Daily Traffic | | |
| 1961 | 11,250 | 7,200 |
| 1975 | 23,800 | 16,500 |
| Summer Average Daily Traffic (factor 1.25) | 29,800 | 20,600 |
| Summer Average Daily Traffic, One Direction (assumed 50 percent traffic split) | 14,900 | 10,300 |
| Daily Number of Vehicles Entering Rest Area, One Direction (7 percent) | 1,040 | 720 |
| Average Daily No. of Vehicles Accumulated in Rest Area at Peak Moment, One Direction (4.5% of no. entering) | 47 | 32 |
| Average Daily Number of Tables in Use During Peak Moment, One Direction (1/3 of peak vehicle accumulation) | 16 | 11 |
| Average Daily Number of Persons Desiring Use of Restrooms at Peak Moment, One Direction (2.0 persons per vehicle x 0.25) | 24 | 16 |
| Average Daily Number of Persons Using Drinking Water Facilities, One Direction (1.2 persons per vehicle) | 1,250 | 860 |
| Average Daily Number of Persons Using Restrooms One Direction (2.0 persons per vehicle) | 2,080 | 1,440 |
| Average Daily Number of Persons Using Rest Area One Direction (2.5 persons per vehicle) | 2,600 | 1,800 |

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JUL 1962
FOR FILING

7-5-1 (39) 241

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1962

SUBJECT: Santiam Rest Area

To: Mr. Mark Astrup
Landscape Engineer

OFFICE

We have just received approval for the construction of the rest facilities at the Memaloose Rest Area from the Bureau of Public Roads. In accordance with our previous instructions, we should now immediately proceed accumulating the necessary documentation to present to the Bureau for the justification of the Santiam Rest Area.

I am further informed by Bureau of Public Roads officials that the strongest justification that can be presented to them is justification based on historical and scenic attributes. Your portfolio should also contain numerous photographs showing the scenic qualifications.

This matter should be expedited and a rough draft, including all the information, should be presented through this office prior to August 1, 1962.

F. D. Morgan
Construction Engineer

By
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter
L. H. Young

RECEIVED
JUL 19 1962
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
R. L PORTER

[illegible] ontiem ock iron. Projec Wine
68.1

RECEIVED
NOV 1 - 1966
FOR FILING

24-8307

6741

October 31, 1966

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma 1, Washington

Gentlemen:

Contract No. 6841 awarded to Jed Wilson and Son for the Santiam Rock Production Project in Marion, Lane, and Linn Counties was completed on September 19, 1966, and accepted by the Highway Commission on October 27, 1966.

Final payment in the amount of $2,003.37 will be released to the contractor after November 7, 1966. The total contract amount is $66,779.04 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Jed Wilson & Son
P.O. Box 217
Lapine, Oregon 97739

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
OCT 28 1966

24-8-07
CRCT

October 27, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed September 19, 1966, on Contract No. 6641. The contract was with Jed Wilson & Son and was for rock production on the North Santiam, Clear Lake and McKenzie Highways in Marion, Lane, and Linn Counties.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 27, 1966, and that you concur in this procedure at the Commission meeting on November 22.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
R. D. Asburry
L. R. Chandler

bg

FORM S-1 (REV 12-66)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Santiam Rock Production | | WEEK ENDING: October 2, 1966 |
| | | SECTION PREFIX: 24-8307 |
| HIGHWAY: N. Santiam, Santiam Clear Lake & McKenzie | | COUNTY: Marion, Lane & Linn |
| NAME OF JOB: Santiam Rock Production | KIND OF WORK: Rock Production (Conders for Sanding) | |
| CONTRACTOR: Jed Wilson & Son | CONTRACT NUMBER: 6841 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: August 9, 1966 | ESTIMATED COMPLETION DATE: September 19, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK<br>MEN: 0 SUPERVISION: | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS: 125 | CALENDAR DAYS USED: 98 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 77 |
| PROJECT AUTHORIZATION: $ 74,913.75 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $ 69,586.55 | ENGINEERING AUTHORIZATION: $ 5,327.20 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 66,779.04 | ENGINEERING COST TO DATE: $ 4,087.14 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 |
| ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 4 % | PERCENT OF AUTHORIZATION: 77 % | DATE PROJECT WAS COMPLETED: September 19, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| | | | | | 100 | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | | | 277,294 yd-mi | | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | | | 277,294 yd-mi | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | 26,000 cy | | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | 26,208 cy | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | 26,208 cy | | |
| AVERAGE DAILY QUANTITIES | | | 0 | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | 0 | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK: none

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | light showers | | | |
| MONDAY | light showers | | | |
| TUESDAY | fair | | | |
| WEDNESDAY | fair | | | |
| THURSDAY | fair | | | |
| FRIDAY | fair | | | |
| SATURDAY | | | | |

RECEIVED
OCT 3 1966
CONSTRUCTION
Litchfield
Olson
DIST. CLERK

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | No work by contractor this week |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

Semi-final was submitted Friday. This will be the final report on this project unless otherwise requested.

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
OCT 7 - 1966
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

SIGNED Joseph Witte LOCATION Eugene

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

FORM 6-139

RECEIVED
JUN 1 - 1966
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

24-8307

6841

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 25, 1966

Jed Kilcom and Son
Box 217
Lapine, Oregon 97739

Gentlemen:

The State Highway Commission on May 23, 1966 awarded to you State Highway Contract No. 6841 for the following project:

Santiam Rock Production Project, east of Salem, in Marion, Linn and Lane Counties.

This award was based on your bid of $46,093.00 which was submitted to the Commission on May 19, 1966 for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

cc: F. D. Morgan
L. M. Young
C. D. Matthis (SIAC)

27-111A Murphy Mill Rec., Salem . . . 1966
Hwy. (Grading and paving)
#6842

RECEIVED
JUN 6 - 1968

37-1114
6842

June 6, 1968

Jaqua, Wheatley & Gardner
Attorneys at Law
825 East Park
Eugene, Oregon 97401

Attention: William E. Flinn

Gentlemen:

Our Contract No. 6842 was issued to Earl L. McNutt Company, 351½ East Broadway, Eugene, for grading and paving on the Murphy Hill Section of the Salmon River Highway (Route 18) in Polk County. The contract was awarded May 23, 1966, and was completed September 5, 1967.

We do not have any record of McNutt and Sons Construction Company as a principal contractor in this area.

This is in reply to your letter of June 4 concerning an accident which occurred on Highway 18 northeast of the Van Duzer Forest Corridor on or about December 20, 1967.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

JAQUA, WHEATLEY & GARDNER
ATTORNEYS AT LAW
825 EAST PARK
EUGENE, OREGON 97401

JOHN E. JAQUA
WILLIAM O. WHEATLEY
JACK A. GARDNER
WILLIAM E. FLINN

TELEPHONE
345-8553

June 4, 1968

Oregon State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

We represent Mr. Paul R. Young in connection with an accident he was involved in on Highway 18 northeast of the Van Duzer Forest Corridor toward McMinnville, Oregon on or about December 20, 1967. At this time we believe McNutt and Sons Construction Co. was one of the companies involved in the construction of the road. Could you please clarify this point for us as we understand there is also an Earl L. McNutt Construction Co. We do not wish to make our claim against the wrong party and would appreciate any help you may be able to afford us.

Thanking you in advance, I remain

Sincerely yours,

JAQUA, WHEATLEY & GARDNER

William E. Flinn

William E. Flinn

WEF/cjm

RECEIVED
JUN - 5 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 19 1967
FOR FILE

27-1114

6842

October 19, 1967

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma, Washington 98401

Gentlemen:

On October 18, we notified you of the acceptance date and final payment amount on Contract No. 6842 with Earl L. McButt Company for grading and paving the Murphy Hill Section of the Salmon River Highway in Polk County. Please disregard the amounts given in our second paragraph of that letter.

The revised final payment in the amount of $32,607.60 will be released to the contractor after October 26, 1967. The total contract amount is $762,977.48 including $82,659 for work performed under force account.

Very truly yours,

Floyd Omery, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Earl L. McButt Company
351½ East Broadway
Eugene, Oregon 97401

L. H. Young
C. H. Maisen
Attn: John Herr

RECEIVED
OCT 17 1967
FOR FILING

27-1114

6842

October 17, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed September 5, 1967, on Contract No. 6842. The contract was with Earl L. Mallett Company and was for grading and paving on the Murphy Hill Section of the Salmon River Highway in Polk County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective October 17, 1967, and that you concur in this procedure at the Commission meeting on October 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
V. D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
R. D. Asburry

srb kf

27-1114 C

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| | SECTION: Murphy Hill | WEEK ENDING: Sept. 9, 1967 |
| | | SECTION PREFIX: 27-1114 |
| | HIGHWAY: Salmon River | COUNTY: Polk |
| NAME OF JOB: Murphy Hill Section | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: Earl L. McNutt Co. | CONTRACT NUMBER: 6842 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 7, 1966 | ESTIMATED COMPLETION DATE: Sept. 5, 1967 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: 1 day only<br>MEN: 1 SUPERVISION: 1 | SPECIFIED WORK DAYS: 467-370+97 Ext<br>SPECIFIED CALENDAR DAYS | WORK DAYS USED<br>CALENDAR DAYS USED: 448 |
| | SPECIFIED COMPLETION DATE: Extension expires Sept 24, 1967 | PERCENT OF TIME ELAPSED: 96 |
| PROJECT AUTHORIZATION: $872,781.98 | ENGINEERING AUTHORIZATION: $ 65,620.05 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $807,161.93 | ENGINEERING COST TO DATE: $ 70,700.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 95 |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 769,752.26 | | DATE PROJECT WAS COMPLETED: Sept. 5, 1967 |
| ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 2.64 % | PERCENT OF AUTHORIZATION: 108 % | |

Semi-final Report to be submitted on approximately Sept 25,1967

ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | | Bit. Base | |
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | ~~OIL OR BITUMINOUS MACADAM~~ | PAVING |
| MILES IN PROJECT | | | 1.47 | 1.47 | | 1.47 | 1.47 |
| MILES PARTIALLY COMPLETED | | | | | | | |
| MILES COMPLETED | | | 1.47 | 1.47 | | 1.47 | 1.47 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | 380,000 C.Y. | 65,360 Ton | | 7,600 Ton | 11,300 Ton |
| TOTAL QUANTITIES CORRECTED TO DATE | | | 365,303 | 65,016 | | 7,115 | 10,894 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | 365,303 | 65,016 | | 7,115 | 10,894 |
| AVERAGE DAILY QUANTITIES | | | 0 | 0 | | 0 | 0 |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | 0 | 0 | | 0 | 0 |
| NUMBER OF SHIFTS PER DAY | | | 0 | 0 | | 0 | 0 |
| HOURS PER SHIFT | | | 0 | 0 | | 0 | 0 |

EQUIPMENT USED DURING THE WEEK:

1 Pick-up

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY 3 | Fair | yes | | |
| MONDAY 4 | Fair | yes | | |
| TUESDAY 5 | Fair | yes | | |
| WEDNESDAY 6 | Pt'ly Cl'dy | no | | |
| THURSDAY 7 | Fair | no | | |
| FRIDAY 8 | Fair | no | | |
| SATURDAY 9 | | no | | |

Mongrain Decker Bond Barbee Walker Wynn Swan Parker Moorlock Trout Scott Wills Litchfield Olsen

RECEIVED
Contract Complete SEP 11 1967
CONSTRUCTION DIVISION
BEN G. FORD

Murphy Hill

**GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK**

| | |
|---|---|
| SUNDAY 3 | No activity. |
| MONDAY 4 | Legal holiday, no activity. |
| TUESDAY 5 | Contract work all completed. Contractor removed all construction signs from project and turned them over to state Maintainence Foreman at Grand Ronde.<br>Mr. R. D. Asburry, Div. Eng'r., and Mr. Gerald Wimer, Ass't. Div. Eng'r., made acceptance inspection of project this P.M.<br>State forces started seeding and mulching this P.M. |
| WEDNESDAY 6 | State forces seeding and mulching.<br>2-men in office working on semi-final report. |
| THURSDAY 7 | Same as Wednesday. |
| FRIDAY | State forces continued seeding and mulching.<br>Wm. Fretwell, Div. Geologist, made inspection of project today. |
| SATURDAY 9 | No activity. |

**REMARKS**

Contractor completed all removal of signs and equiptment and moved off project on Tuesday. Project contract work complete as of Sept. 5, 1967.

State forces worked Tuesday thru Friday this week seeding and mulching.

Mr. R. D. Asburry, Div. Eng'r., and Mr. Gerald Wimer, Ass't. Div. Eng'r., made acceptance inspection of project on Tuesday.

Mr. Wm. Fretwell, Div. Geologist, made inspection of project on Friday.

It is anticipated that Semi-Final Report will be submitted by Sept. 25.

SIGNED [signature] LOCATION McMinnville

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
AUG 29 1967

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

TOM McCALL
GOVERNOR

27-1114
6842

August 15, 1967

Mrs. Elon E. Ellis
10360 Southwest Hawthorne Lane
Portland, Oregon

Dear Mrs. Ellis:

I have your wire of August 1 expressing your opinion on the highway matter at Pacific City and what you term the destruction of Van Duzer Forest Corridor.

The proposal at Pacific City is not on the beach proper but is easterly of the foredune, the vegetation line, and the 16-foot contour that is described in Oregon's new beach law. It does not encroach upon or desecrate the playground area although it will make it much more accessible. Also, a freeway or speedway is not contemplated but a modern primary highway that is subject to the same traffic rules and speed regulations as other segments of this system.

The proposal at Pacific City is somewhat similar to the Fogarty Creek and Beverly Beach areas. While the road is in close proximity to the beach, it does not encroach upon the area that is frequented by vacationers and ocean beach users.

I am not certain that I understand your concern about the Van Duzer Forest Corridor. There is a highway project just westerly of Grand Ronde which is removing some very obsolete alignment. This old alignment caused traffic pileups, particularly, behind trailers and log trucks and was becoming a serious bottleneck as traffic intensities in the area increase. This modernization in no way will detract from the Van Duzer preservation but will provide a more suitable and modern highway alignment on what is known as Murphy Hill.

Sincerely,

COPY

Governor

TM:wv

bcc: Forrest Cooper

RECEIVED
AUG 21 1967
FOR FILING

27-1114

6842

#3

July 27, 1967

Earl L. Hallett Company
351½ East Broadway
Eugene, Oregon 97401

Gentlemen:

The State Highway Commission at its meeting on July 24 considered your request for an extension of time on Contract No. 6842 on the Murphy Hill Section of the Salmon River Highway in Polk County.

After considering the recommendation of the Engineer and other available information, the Commission granted you an extension of 97 days.

Very truly yours,

Floyd Cuery, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc R. D. Asbury
Ross Harris
L. H. Young
F. D. Morgan
C. H. Maison

FORM S-30 SOH 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1967

**SUBJECT:** Time Extension
Murphy Hill Section
Salmon River Highway
Contract 6842

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
B U I L D I N G

Attached is a request from Earl L. McNutt Company requesting an increase in the number of calendar days from 370 to 496. The contractor's request is based on an overrun in the contract bid items, the addition of extra work to correct major drainage and slide problems and a delay in cutting the existing pavement in the late fall of 1966 in order to facilitate highway traffic.

An overrun in the contract bid items was caused primarily by slide corrective work and addition of extensive drainage installation. This and other connected overruns will cause an estimated increase in the overall project cost of 26%. This overrun applied as a time/money extension would justify 97 calendar days.

The contractor's first two reasons are actually caused by the same circumstances, namely, the slide work. The first slide occurred on September 8, 1966. The contractor immediately commenced corrective work as directed and this continued until October 20, 1966, when the project was shut down for the winter. The contractor resumed work on April 11, 1967, and continued until the slide had been controlled on June 7, 1967. Approximately 24 calendar days additional will be required to complete the repair work. These times equal 125 calendar days; however, between April 11, and May 8, 1967, due to wet conditions the contractor was unable to perform any work except clearing. Therefore, 27 days should be deducted from the total. This leaves 98 calendar days. Regardless of which method is used, it is apparent that at least a 27 day extension is justified.

The contractor's third reason probably benefited his operations too, although it was done in full cooperation with our request not to impede traffic. The plan grading was 95% done last year before the seasonal winter shutdown. Most of the remaining grading had to be done under traffic. There was a mutual benefit to leave this for better weather this season. No additional time is recommended for this reason.

Calendar days on this project expired on June 19, 1967. The present anticipated completion date is August 31, 1967, or 74 days late. Liquidated damages accrue at the rate of $150 per day and this estimated completion date would represent a total of $11,100 in liquidated damages. Because of the extensive slide work which caused an overrun in the contract, we recommend that the number of calendar days be increased by 97. This would eliminate all anticipated liquidated damages.

This is a State project.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan,
Construction Engineer

By John A. Bond

John A. Bond,
Staff Assistant

JAB-DES:nn
Encs.
cc: L. H. Young

RECEIVED
JUN 28 1967
OFFICE OF
STATE CONSTRUCTION ENGINEER

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6842 Contractor Earl L. McNutt Co.

Highway Salmon River

Section Murphy Hill

Kind of Work Grading & Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

Extensive slide correction work justifies an increase of 97 calendar days.

Recommended for Approval:

R. D. ASBURRY
Division Engineer

J. H. L. Bond
Construction Engineer or Bridge Engineer

J. K. Lavove
~~Assistant~~ State Highway Engineer

Contract No. 6842

Project designation State (State-Federal)

Date awarded May 23, 1966

Work started June 7, 1966

Per cent completed 51% June 24, 1967 (Date)

No. of ~~Workdays~~ Calendar Allowed 370 Calendar days

No. of ~~Workdays~~ Calendar Used 375 June 24, 1967

No. of Added ~~Workdays~~ Requested 97

E—820 (Rev.)—SM—10-57

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

Date June 1, 19 67

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 370 days to 496 days, within which to complete our Contract No. 6842, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

1. Increase in Contract by 3½%
2. Major drainage & Slide problems
3. Cooperation with Highway Department--by not cutting existing pavement.

} See attached sheet for detail.

Respectfully submitted,

EARL L. McNUTT CO.
Contractor

By E. L. McNutt
Partner

---

## CONSENT OF SURETY

Date June 2, 1967, 19

We, UNITED PACIFIC INSURANCE COMPANY

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
By
Attorney-in-fact (L. V. Neff)

PAINEFIELD & CO.
By
Resident Agent

(SEAL)

RECEIVED
JUL 6 - 1967
FOR FILING
22-1114
6712

July 5, 1967

Oregon State Highway Commission

Request for Extension of Time
No. 3
July 24, 1967 meeting

Gentlemen:

Earl L. McNutt Company, contractor on the Murphy Hill Section of the Salmon River Highway in Polk County, Contract No. 6842, has requested an increase in the number of calendar days from 370 to 496. The contractor's request is based on overruns in the contract bid items, extra work to correct major drainage and slide problems, and a delay in cutting existing pavement in the fall of 1966 so that traffic would not be impeded.

The contractor's first two reasons are actually caused by the same circumstances. This was the slide correction work which delayed the regular contract work. This slide work was performed between September 1966 through June 1967 and involved an actual delay to the contractor's regular work of at least 97 calendar days.

The delay in severing the existing pavement was of mutual benefit to the contractor and the State and we can see no reason for granting an extension for this alleged delay. It does not appear that the overall contract work was impeded by the decision to delay cutting the existing highway.

I recommend that the specified number of calendar days be increased by 97. The original calendar days on this project expired on June 19, 1967. The present anticipated completion date is August 31, 1967. The recommended increase will eliminate all anticipated liquidated damages.

This matter will be on the agenda for your consideration at the July 24 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Enc.

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
R. D. Asburry

DES:nn fn

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6042 Contractor Earl L. Holiatt Co.

Highway Salmon River

Section Murphy Hill

Kind of Work Grading & Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

Extensive slide correction work justifies an increase of 97 calendar days.

Recommended for Approval:

R. D. ASHURST
Division Engineer

J. L. Buck
Construction Engineer or Bridge Engineer

J. B. Klaboe
Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6042 |
| Project designation | State (State-Federal) |
| Date awarded | May 23, 1966 |
| Work started | June 7, 1966 |
| Per cent completed | 51% June 24, 1967 (Date) |
| No. of Calendar Days Allowed | 370 Calendar days |
| No. of Calendar Days Used | 375 June 24, 1967 |
| No. of Added Days Requested | 97 |

E—820 (Rev.)—8M—10-57

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

Date June 1, 19 67

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 370 days to 496 days, within which to complete our Contract No. [illegible], without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

1. Increase in Contract by 34%
2. Major drainage & slide problems
3. Cooperation with Highway Department--by not cutting existing pavement.

See attached sheet for detail.

Respectfully submitted,

EARL L. McNUTT CO.
Contractor

By [signature] Partner

---

**CONSENT OF SURETY**

Date June 2, 1967, 19

We, UNITED PACIFIC INSURANCE COMPANY

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

UNITED PACIFIC INSURANCE COMPANY
By [signature] Attorney-in-fact (M. V. Neff)

(SEAL)

ROSENFIELD & CO.
By [signature] Assistant Agt.

EARL L. McNUTT
RES. PHONE 344-2095

R. E. (BILL) McNUTT
RES. PHONE 343-3500

ARNOLD LINDELAND
RES. PHONE 344-8567

# EARL L. McNUTT CO.

GENERAL CONTRACTORS

351½ EAST BROADWAY AREA CODE 503 PHONE 344-4237
EUGENE, OREGON 97401

BOISE OFFICE
P. O. BOX 1900
AREA CODE 208 342-4150

STANLEY QUIGLEY
RES. PHONE 343-1315
BOISE, IDAHO 83701

June 1, 1967

SUBJECT: Murphy Hill Section
Salmon River Highway
Polk County
Contract No. 6041
Prefix No. 27-111A
Request for Increase in
Number of Workdays

1. The project at this time is expected to overrun approximately 3½. Based on the 370 calendar days this would extend the contract time 126 days.

2. Major drainage and slide problems have been encountered. The largest fill on the project was brought to grade and then started sinking. This was pretty well stabilized last fall but observation over the winter and test drilling have convinced the Highway Department that more drainage and stabilization is necessary. This work is now under way but the exact time of completion in order that the project may proceed is unknown at this time.

3. It was determined last fall with concurrence from the Highway Department that it would be in the best interests not to cut the pavement of the present traveled way until spring, in order to create the least inconvenience to the travelling public.

RECEIVED
MAY 29 1967
FOR FILING
6842

Salem, Oregon 97310
May 26, 1967

Murphy Hill Section
Polk County

Mr. F. D. Morgan
Construction Engineer
B U I L D I N G

I am advised that this project was contracted without the usual additional funds for anticipated slide correction work.

As you know, we have had a standing regulation to the effect that all projects to be constructed in the coast range or in near proximity thereto should contain a liberal allowance for correcting anticipated slides. They always seem to materialize and to overlook this process is shortsighted.

Please review your machinery for this procedure and see to it that it is followed in the future.

F. B. Klaboe
Assistant State Highway Engineer

FBK:arb

RECEIVED
MAY 29 1967

27-1114

| Fred W. Hill, Number Holin |
| --- |
| 6842 |

May 25, 1967

Oregon State Highway Commission

Gentlemen:

An overrun of the project authorization on Contract No. 6842, the Murphy Hill grading and paving project on the Salmon River Highway in Polk County, is anticipated. Earl L. McNutt Company of Eugene is the contractor.

The original project authorization was $688,103.43. The present anticipated cost is $872,781.98 indicating an overrun of $184,678.55 or 26.8 percent. This is a State project.

The major reason for this overrun is due to several slides throughout the project and an overrun in special backfill material for perforated drains. One of the slides caused extensive damage to completed drainage facilities.

This request for an additional authorization will be presented to you at the June 8 Commission meeting and your approval is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
R. D. Asburry

DES:nn FBK:arb jw

FORM
MAY 25 1967
FOR FILING

EARL L. McNUTT
RES PHONE 344-2095
R. B. (BILL) McNUTT
RES PHONE 343-3300
ARNOLD LINDELAND
RES PHONE 344-6387

27-1114
6842

# EARL L. McNUTT CO.

GENERAL CONTRACTORS

3391 EAST BROADWAY AREA CODE 503 PHONE 344-4237
EUGENE, OREGON 97401

May 24, 1967

BOISE OFFICE
P O BOX 1900
AREA CODE 208 342-4180

STANLEY QUIGLEY
RES PHONE 343-1315
BOISE, IDAHO 83701

Mr. Rees M. Harris
Resident Engineer
Oregon State Highway Department
P. O. Box 412
McMinnville, Oregon 97128

Dear Mr. Harris:

We respectfully request additional time for completion of our Project number [illegible] Warthy and Salmon River Highway in Polk County for the following reasons:

1. The project at this time is expected to overrun approximately 8%. Based on the 70 calendar days this would extend the contract time 126 days.

2. Major drainage and slide problems have been encountered. The largest fill on the project was brought to grade and then started sinking. This was pretty well stabilized last fall but observation over the winter and test drilling have convinced the Highway Department that more drainage and stabilization is necessary. This work is now under way but the exact time of completion in order that the project may proceed is unknown at this time.

3. It was determined last fall with concurrence from the Highway Department that it would be in the best interests not to cut the pavement of the present traveled way until spring, in order to create the least inconvenience to the traveling public.

Would you please, therefore, send to us the proper forms to file a formal request for an extension of time.

Yours very truly,

EARL L. McNUTT CO.

By _____
R. E. McNutt, Partner

NOTE:
F. B. KLABOE

RBM/mw

5-25-67
REFERRED TO
[signature]
By Asst. State Hwy. Engr.

EARL L McNUTT
RES PHONE 344-2093

R. E. (BILL) McNUTT
RES PHONE 343-3500

ARNOLD LINDELAND
RES PHONE 344-8367

# EARL L. McNUTT CO.

GENERAL CONTRACTORS

351½ EAST BROADWAY AREA CODE 503 PHONE 344-4257
EUGENE, OREGON 97401

BOISE OFFICE
P. O. BOX 1900
AREA CODE 208 342-6150

STANLEY QUIGLEY
RES PHONE 343-1315
BOISE, IDAHO 83701

May 24, 1967

Mr. A. W. Bates
Resident Engineer
Oregon State Highway Dept.
P. O. Box 1083
Springfield, Oregon 97477

Dear Mr. Bates:

Enclosed is a copy of a letter received by us from Hamilton Electric concerning a problem and possible delay in the Fish Hatchery Project.

We anticipate writing to you in the very near future in regard to an extension of time based on several various reasons, including this one. We wanted you to be aware of this situation prior to our formal presentation.

Yours very truly,

EARL L. McNUTT CO.

By _____
R. E. McNutt, Partner

WLM:sw
Encl.

WIRING PHONE 345-8712 REPAIRING

HAMILTON ELECTRIC INC.

ADEQUATE WIRING SERVES AND SAVES

232 W. 5th AVE. P. O. BOX 708 EUGENE, OREGON 97401

May 16, 1967

Earl L. McNutt Company
876 High Street
Eugene, Oregon

Gentlemen:

Re: 57th St.-High Banks Road
(Contract #6804)

Will you please contact the State Highway Department and request an extension of time on the completion date for the subject job.

The majority of work involved in this delay is on the Main Street project contracted by Wildish Construction Company. Wildish will not be through with this portion of the project in time to allow us to make our signal installation before the completion date.

Very truly yours,

HAMILTON ELECTRIC, INC.

Allen E. Hamilton, Jr.

AEH/bh

FORM S-30 80M 10-66

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 19, 1967

**SUBJECT:** Overrun of Project Authorization
Murphy Hill Section
Salmon River Highway
Contract 6842

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
B U I L D I N G

Attached is a report on an expected overrun of the project authorization under the subject contract. This project for grading and paving is under contract to Earl L. McNutt Company of Eugene.

The original project authorization was $688,103.43. The present anticipated cost is $872,781.98, indicating an overrun of $184,678.55 or 26.8%.

The major reason for this overrun is due to slide repair work. The large fill between Stations 304 and 315 failed and began to move at an approximately 45° angle down and to the left, causing extensive damage to completed drainage installations. The slide repair and related work will cost in excess of $110,000.00. Also there was an overrun in the bid item for special backfill in drains caused by the plan quantity being inadequate for the required work. An overrun in engineering also will occur, caused primarily by the restaking and inspection required in connection with the slide work. The $138,119.08 revised contingency figure includes an allowance of $36,000.00 for future contingencies.

It is recommended that the project authorization be increased by $184,678.55.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan,
Construction Engineer

By John A. Bond
JOHN A. BOND,
Staff Assistant

RECEIVED
MAY 22 1967
OFFICE OF
STATE HIGHWAY ENGINEER

JAB-DES;nn
Encs.
cc: L. H. Young

Form E-372 (Rev. 10-66)

OREGON STATE HIGHWAY DEPARTMENT

71-1114

# Expected Overrun of Project Authorization

Project Murphy Hill Section — Date May 10, 1967

Highway Salmon River — Contract No. 6842

County Polk — Kind of Work Grading and Paving — Contractor Earl L. McNutt Co.

| | Authorized | Estimated |
|---|---|---|
| Contract Amount | $ 575,647.50 | $ 612,042.85 |
| Anticipated Items | 36,000.00 | 57,000.00 |
| Contingency (4½%) | 27,524.13 | 138,119.08 |
| Engineering | 48,931.80 | 65,620.05 |
| Credits | 0.00 | 0.00 |
| PROJECT COST | $ 688,103.43 | $ 872,781.98 |

NET INCREASE $ 184,678.55 or 26.8%

APPROVED BY STATE HIGHWAY COMMISSION DATE 6-8-67

## MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

(Indicate whether contract (C), anticipated (A), or unanticipated (U). (List all unanticipated items)

| | | | Expected Amount | Net Change |
|---|---|---|---|---|
| (C) | Item #7 Trench Excavation | @ $ 2.00 | 3,000 C.Y. | $ 3,640.00 |
| (C) | " #8 Special Backfill in Drains | @ 7.00 | 2,600 C.Y. | 16,240.00 |
| (C) | " #20 18-inch Culvert Pipe | @ 5.60 | 1,400 Lin. Ft. | 2,688.00 |
| (C) | " #22 30-inch Culvert Pipe | @ 14.50 | 500 Lin. Ft. | 2,030.00 |
| (C) | " #23 6-inch Drain Pipe | @ 2.50 | 2,000 Lin. Ft. | 4,525.00 |
| (C) | " #24 8-inch Drain Pipe | @ 2.75 | 4,400 Lin. Ft. | 5,500.00 |
| (A) | EWO # 1 Flagging | | 15,000.00 | 9,000.00 |
| (A) | EWO # 3 Emb. Fnd. Exc. | | 37,000.00 | 12,000.00 |
| (U) | EWO # 4 Cutbank Slide Removal & Repair | | 10,000.00 | 10,000.00 |
| (U) | SFO #2 Drilling & Placing of Lime | | 6,100.00 | 6,100.00 |
| (U) | PA # 1 Quarry Rock | | 28,807.80 | 28,807.80 |
| (U) | PA # 2 3"-¼" Rock in Cut-off Ditches | | 6,300.00 | 6,300.00 |
| (U) | Anticipated Slide Repair (EWO and PA being processed) | | 50,000.00 | 50,000.00 |

Principal reasons for overruns (Continue on reverse side): Due to 80 foot fill at Sta. 304-315 moving vertically and to the left (downstream side) at approximately a 45° angle which damaged completed drainage installations in this area before it could be brought under control and extensive repair work and drainage installations that will be required to keep fill stabilized along with the cutbank

(Continued on back of sheet)

**INSTRUCTIONS: A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.**

Submitted by /s/ ROSS M. HARRIS, Resident Engineer

Confirmed by /S/ GERALD WIMER, Asst. Division Engineer

Noted by for Construction or Bridge Engineer

Noted by Assistant State Highway Engineer

27-1114

RECEIVED
DEC 6 - 1966
FOR FILING

OP 23687-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
November 21, 1966

To: Mr. F. B. Morgan
Construction Engineer
D e p a r t m e n t

SUBJECT: Extension of Project
Murphy Hill Section
Salmon River Highway
Contract 6842

Assistant State Highway Engineer F. B. Klaboe's September 2, letter to you on the subject project, a copy of which is attached, requested that consideration be given to the possibility of extending the paving if the project happens to underrun the authorization.

As you know, we have had a serious fill slide on this project, repairs to which have been quite expensive, and in addition to using all the Contingencies funds, has resulted in an anticipated 4.8% overrun.

This anticipated overrun is based on extending each of the items with the original estimate except where overruns already have occurred. This anticipated overrun is further explained in Resident Engineer Ross Harris' November 9 letter, a copy of which is attached.

The surfacing subcontractor has started crushing rock for this project and if we want to change the amount of paving to be done we should let him know the anticipated changes in quanities in the not too distant future.

Based on the above data the project cannot be extended any appreciable amount and stay within the allowable overrun. Therefore, it is recommended that the project not be extended even though such an extension would be quite desirable. I concur RFM 11/29/66

If an extension is still desired, please advise and we will prepare estimates of the specific quantities and costs involved.

RECEIVED
NOV 28 1966

R. D. ASBURN,
Division Engineer

NOTED
F. B. KLABOE

By ORIGINAL SIGNED BY
GERALD WIMER

GERALD WIMER,
Assistant Division Engineer

GWtmn
Encs.
cc: Ross M. Harris

RECEIVED
NOV 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Advise action if to drop this extension.

Form E-372 (Rev. 10-66)

OREGON STATE HIGHWAY DEPARTMENT

# Expected Overrun of Project Authorization

Project Murphy Hill Section Date May 10, 1967

Highway Salmon River Contract No. 6842

County Polk Kind of Work Grading and Paving Contractor Earl L. McNutt Co.

| | Authorized | Estimated |
|---|---|---|
| Contract Amount | $ 575,647.50 | $ 612,042.85 |
| Anticipated Items | 36,000.00 | 57,000.00 |
| Contingency (4½%) | 27,524.13 | 138,119.08 |
| Engineering | 48,931.80 | 65,620.05 |
| Credits | 0.00 | 0.00 |
| PROJECT COST | $ 688,103.43 | $ 872,781.98 |

APPROVED BY STATE HIGHWAY COMMISSION DATE 6-8-67

NET INCREASE $ 184,678.55 or 26.8%

## MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

(Indicate whether contract (C), anticipated (A), or unanticipated (U).
(List all unanticipated items)

| | | | Expected Amount | Net Change |
|---|---|---|---|---|
| (C) Item #7 | Trench Excavation | @ $ 2.00 | 3,000 C.Y. | $ 3,640.00 |
| (C) " #8 | Special Backfill in Drains | @ 7.00 | 2,600 C.Y. | 16,240.00 |
| (C) " #20 | 18-inch Culvert Pipe | @ 5.60 | 1,400 Lin. Ft. | 2,688.00 |
| (C) " #22 | 30-inch Culvert Pipe | @ 14.50 | 500 Lin. Ft. | 2,030.00 |
| (C) " #23 | 6-inch Drain Pipe | @ 2.50 | 2,000 Lin. Ft. | 4,525.00 |
| (C) " #24 | 8-inch Drain Pipe | @ 2.75 | 4,400 Lin. Ft. | 5,500.00 |
| (A) EWO # 1 | Flagging | | 15,000.00 | 9,000.00 |
| (A) EWO # 3 | Emb. Fnd. Exc. | | 37,000.00 | 12,000.00 |
| (U) EWO # 4 | Cutbank Slide Removal & Repair | | 10,000.00 | 10,000.00 |
| (U) SFO #2 | Drilling & Placing of Lime | | 6,100.00 | 6,100.00 |
| (U) PA # 1 | Quarry Rock | | 28,807.80 | 28,807.80 |
| (U) PA # 2 | 3"-¼" Rock in Cut-off Ditches | | 6,300.00 | 6,300.00 |
| (U) Anticipated Slide Repair (EWO and PA being processed) | | | 50,000.00 | 50,000.00 |

Principal reasons for overruns (Continue on reverse side): Due to 80 foot fill at Sta. 304-315 moving vertically and to the left (downstream side) at approximately a 45° angle which damaged completed drainage installations in this area before it could be brought under control and extensive repair work and drainage installations that will be required to keep fill stabilized along with the cutbank

(Continued on back of sheet)

**INSTRUCTIONS: A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.**

Submitted by /s/ ROSS M. HARRIS
Resident Engineer

Confirmed by /S/ GERALD WIMER
Asst. Division Engineer

Noted by _____
for Construction or Bridge Engineer

Noted by _____
Assistant Deputy State Highway Engineer

(continued)

slide removal and repair, and anticipated slide repair, are the only reasons for overruns with the exception of original estimate of "Special Backfill in Drains" which had been estimated too low or had error in calculation.

RECEIVED
JUN 9 1967
OFFICE ENGINEERING
DIVISION

27-1114

RECEIVED
DEC 5 - 1966

FOR FILING
27-1114
=
6842

SP 23657.734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
November 21, 1966

SUBJECT: Extension of Project
Murphy Hill Section
Salmon River Highway
Contract 6842

To: Mr. F. D. Morgan
Construction Engineer
D e p a r t m e n t

Assistant State Highway Engineer F. B. Klaboe's September 2, letter to you on the subject project, a copy of which is attached, requested that consideration be given to the possibility of extending the paving if the project happens to underrun the authorization.

As you know, we have had a serious fill slide on this project, repairs to which have been quite expensive, and in addition to using all the Contingencies funds, has resulted in an anticipated 4.8% overrun.

This anticipated overrun is based on extending each of the items with the original estimate except where overruns already have occurred. This anticipated overrun is further explained in Resident Engineer Ross Harris' November 9 letter, a copy of which is attached.

The surfacing subcontractor has started crushing rock for this project and if we want to change the amount of paving to be done we should let him know the anticipated changes in quanities in the not too distant future.

Based on the above data the project cannot be extended any appreciable amount and stay within the allowable overrun. Therefore, it is recommended that the project not be extended even though such an extension would be quite desirable. I concur Morgan.

If an extension is still desired, please advise and we will prepare estimates of the specific quantities and costs involved.

R. D. ASBURN,
Division Engineer

By ORIGINAL SIGNED BY
GERALD WIMER

GERALD WIMER,
Assistant Division Engineer

NOTED
F. B. KLABOE

RECEIVED
NOV 2 3 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 1 1966

GWinn
Encs.
cc: Ross M. Harris

Advise contractor drop this extension

RECEIVED
JUN 1 - 1966
FOR FILING

37-1114
6842

May 23, 1966

Earl L. Mallott Company
351½ East Broadway
Eugene, Oregon

Gentlemen:

May 23, 1966
6842

Grading and paving on the Murphy Mill Section of the Salmon River Highway, west of Grand Ronde, in Polk County.

$375,647.50
May 19, 1966

jf

cc: F. D. Morgan
L. M. Young
C. D. Mattila (SIAC)

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN



FOR PLANS 1966

REVISED

Section MURPHY HILL Highway SALMON RIVER (FA 23) County POLK Prefix 23-1

Res. Engr. _____ Approx. Length 1.5 Miles. Sta. 296+50± to Sta. 343+00± Date 3-Th-66

Truck A.D.T. 406 Traffic Coefficient 9.5 18 kip s.a. per day 784.3.

Annual Precipitation 49.5"± (at Willamina) Frost Penetration - - - - - -.

(1

Typical Soil

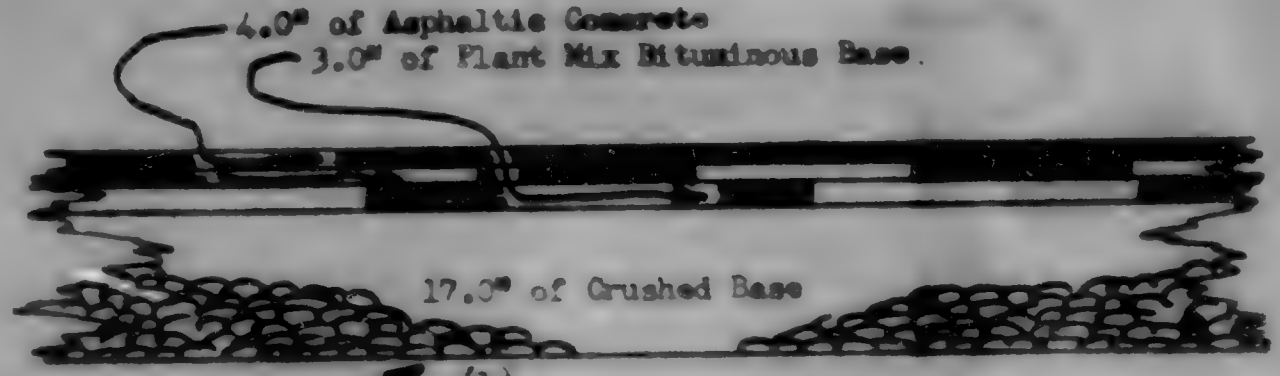
3 LL
7 PI
100 % P 10
% P200
% Gravel
% Sand
% Sand
% Silt
% Clay
"R" Value
(Corrected)

AASHO CLASSIFICATION:

A-4 (8)

MATERIAL SOURCES:

To be determined by the Engineer.




NOTED F. L. HANKE

| CBE Total Req. | Depth | Actual Thick. |
|---|---|---|
| | 0. | 4" |
| | 5. | 3" |
| | 17. | 17" |
| 30.5 | 30. | 24" |

cc:
[redacted].
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
[redacted]
Rural Engineer

Submitted by _____ Staff Assistant

Recommended by _____ Engineer of Materials

Recommended by _____ Construction Engineer

Approved by _____ Asst. State Highway Engineer

MURPHY HILL
SALMON RIVER (PA 23)
POLK COUNTY

"OTHER ROADS"

| Truck ADT | A.C. Wearing Surface | Level | Crushed Base | Total CBR Req. | Actual Thickness |
|---|---|---|---|---|---|
| 90 - 240 | 3.5" | 2.0" | 18.0" | 27.0" | 23.5" |
| 30 - 90 | 3.5" | 2.0" | 15.0" | 24.0" | 20.5" |
| 8 - 30 | 3.0" | 2.0" | 13.0" | 21.0" | 18.0" |
| 1 - 8 | 2.0" | 2.0" | 11.5" | 17.5" | 15.5" |
| Cars Only | 2.0" | 2.0" | 7.0" | 13.0" | 11.0" |

Should substitutions be made use the CBR Requirement Column to obtain the total required thickness and the table below for values.

| | | | |
|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" Crushed Base |
| 1.0" | Plant Mix Bituminous Base | = | 1.83" Crushed Base |
| 1.0" | Oil Mat | = | 1.1" Crushed Base |
| 1.0" | Stone Subbase | = | 0.8" Crushed Base |
| 1.0" | Cement Treated Base | = | 1.75" Crushed Base |

SECTION. MURPHY HILL

HIGHWAY SALMON RIVER (FA 23)

COUNTY. POLK

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 3500 (Total)

B. Future ADT 6650 (Total)

C. Mean ADT 5075 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 4

F. Percent Trucks 16 (ADT Base = Logging)

G. Trucks (in one direction) $\frac{F}{2}$ = 8 x (C) 5075 = 406

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 406 x (H) 100 % = 406

TRAFFIC COEFFICIENT = K (I) $^{0.119}$

where K = 4.669

= 9.5

SECTION: MURPHY HILL

HIGHWAY: SALMON RIVER (FA 23)

COUNTY: POLK

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good _____ Fair X Poor _____
   Remarks: _____
5. Cost Comparisons: See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: A.C. or Oil
7. Stage Construction: Not applicable
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not applicable
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction

CONCLUSION AND REMARKS:

No cost comparison made as the project will consist of re-alignment for curve elimination and the existing roadway is either A.C. or Oil.

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MAR 31 1966
FOR FILING

27-1114
6842

March 30, 1966

Oregon State Highway Commission

Gentlemen:

The survey on the Murphy Hill Section of the Salmon River Highway in Polk County has been completed. The length of the project is 1.47 miles. A map is attached for your information.

The beginning of the project is approximately three miles west of Grande Ronde and, from this point, goes up the east side of Murphy Hill and ties into a three-lane section at the summit of Murphy Hill. The new roadway will have four 12-foot travel lanes, a two-foot median and four-foot shoulders. The entire project is within the M. B. Vandeneer Forest Corridor so there will be no right-of-way to purchase. This project is estimated to cost $650,000 for construction.

It is our recommendation that this project be approved and included in the current State Construction Budget.

This matter will be on the agenda for your consideration at the April 21 meeting.

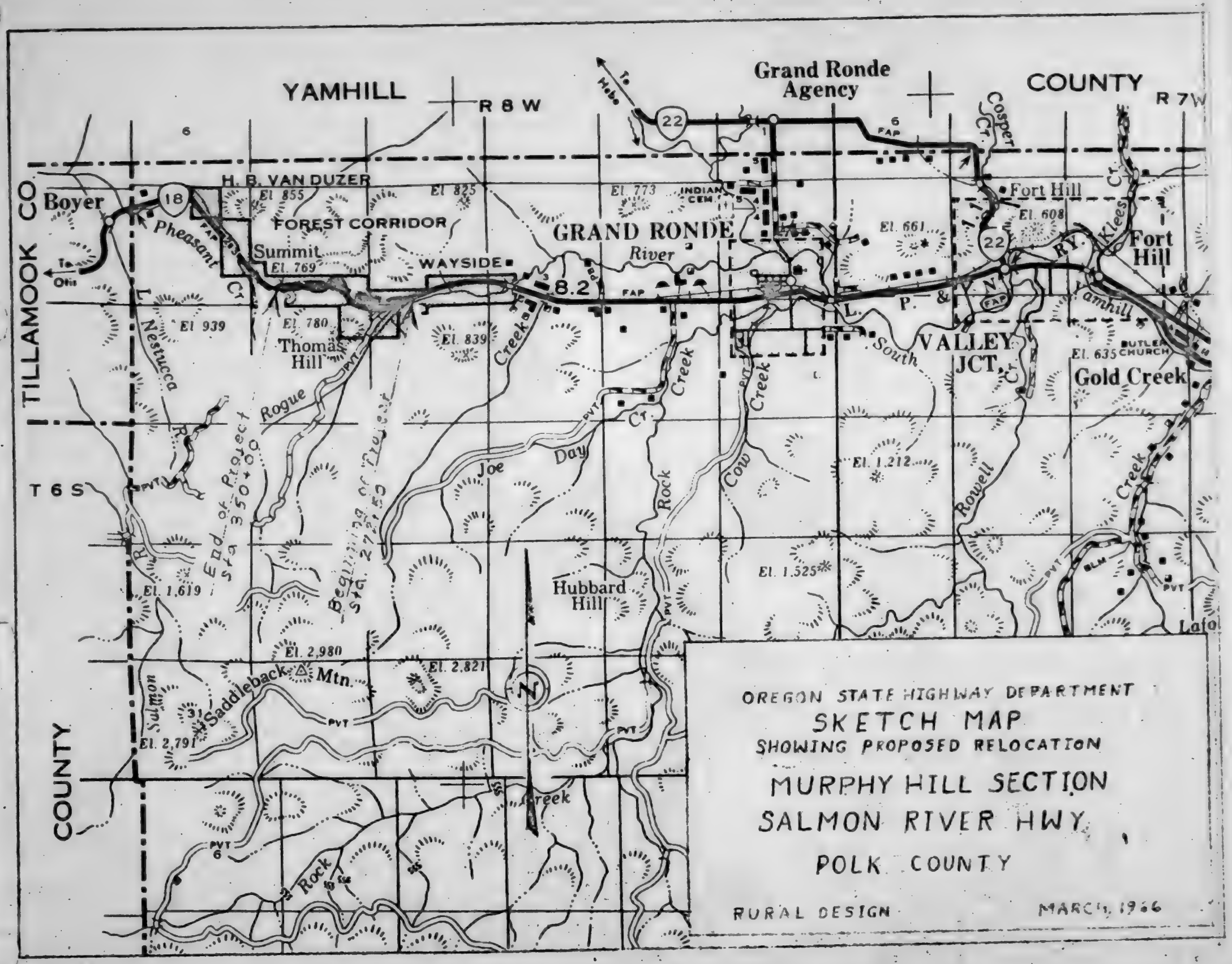
Very truly yours,

Forrest Cooper
State Highway Engineer

Att.

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
D. H. Moehring
L. H. Young
C. H. Maison
R. D. Asburry

DEK:fp bg




OREGON STATE HIGHWAY DEPARTMENT

# SKETCH MAP

SHOWING PROPOSED RELOCATION

## MURPHY HILL SECTION

## SALMON RIVER HWY.

POLK COUNTY

RURAL DESIGN — MARCH, 1966

12-1114 Tallowe . . T. . Co. Dr.
Sec., Tallowe Lake Twp.
6Pw3

RR-673

RECEIVED
JUN 4 - 1969

C files

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FORM 8-30 (12-67)

F

32-1114

6843

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 29, 1969

SUBJECT:

RR 673

To:

Mr. Floyd Query
Secretary
State Highway Commission

B U I L D I N G

PUX 595, R-38770
Construction Agreement
Union Pacific Railroad Company
Wallowa Lake Highway
Wallowa County

Attached hereto please find one copy of the above subject agreement. The fully executed duplicate original has been handed to Velda DeGuire in Mr. Saling's office for processing after which it will be forwarded to your office for your permanent records.

Distribution of conformed copies has been made as indicated below.

Jack L. Sollis
JACK L. SOLLIS
Utilities & Railroad Attorney

krk

Attachments

cc: F. B. Klaboe
F. D. Morgan (2)
E. S. Hunter
A. F. Parson (2)
R. N. Chase (3)
V. E. Skoog
E. F. Saling
T. W. Litchfield

Flan

6-4-69
noted in
agreement
book
fr

NOTED
FLOYD QUERY

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APR 1 - 1968

32-1114
6843

March 29, 1968

Oregon State Highway Commission

Gentlemen:

There will be on the agenda for the April 16 meeting an agreement with the Union Pacific Railroad Company providing for the construction of the Wallowa River Bridge Section near M.P. 60 on the Wallowa Lake Highway in Wallowa County. This project (Contract No. 6843) was completed on December 18, 1966.

This agreement provides for the Railroad to grant to the State an easement for the grade crossing for a consideration of $110 and for the State to reimburse the Railroad for its necessary expenditures caused by this project. Cantilever-type flashing light signals were installed at this location, and the cost of these is to be shared 90 percent State and 10 percent Railroad. The Railroad is to be reimbursed for all other expenses connected with the project. These include the cost of engineering, adjusting communication lines, the necessary track work for the grade crossing, and the rearrangement of cattle guards and right-of-way fences. The total estimated cost of the work performed by the Railroad is $16,543, with the State obligated to reimburse the Railroad for an estimated $15,410. In addition to this, there will be the $110 consideration for the easement granted by the Railroad.

The terms of maintenance of the grade crossing surface and the grade crossing signals have been set out in PUC Order No. 43174 dated January 9, 1967, and these conditions are reflected in the Railroad agreement. The Railroad is to maintain the signals, the track structure, and all its facilities, while the State is to maintain the highway, the asphalt surface between the rails and all other highway appurtenances.

We recommend your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
A. F. Parson

TWL:fw:ss jes

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JUN 22 1967
FOR FILING
32-1114
6843

June 21, 1967

General Insurance Company
of America
Portland Service Office
209 SW 4th Avenue
Portland, Oregon 97204

Gentlemen:

A post-final payment for $12,870.23 will be made to R. L. Coats on Contract No. 6843 for grading, paving, and structure on the Wallowa River Bridge (M.P. 60) of the Wallowa Lake Highway in Wallowa County, as soon as the warrant is prepared.

The total amount paid on this contract will be $231,010.54, including the post-final payment. Of the total $1,095.34 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

gc

cc: Mr. R. L. Coats
1270 Trenton Avenue
Bend, Oregon

C. H. Maison
Attn: John Herr

[RECEIVED]
MAY 31 1967
FOR FILING

| |
|---|
| 32-1114 |
| |
| 6443 |

May 29, 1967

1668
1563

Oregon State Highway Commission

Gentlemen:

R. L. Coats, contractor for the Wallowa River (M. P. 60) Bridge Section of the Wallowa Lake Highway, Contract No. 6843) in Wallowa County, has made a claim for additional compensation on the project. The claim arises from a delay in availability of certain Railroad property on which contract work was to be performed within the limits of the project.

The State was unable to reach agreement with the Union Pacific Railroad Company concerning the responsibility for signal maintenance, and a stop work order to the contractor prevented his entry onto a segment of the project from August 24 until October 10, 1966. During this interval, the contractor moved certain grading equipment elsewhere to keep it employed and then moved it back to the project for its completion.

This delay in completion of the grade also caused a change in the schedule for placement of base rock which was produced by a subcontractor. It was necessary to stockpile the rock and then reload it later when the grade was available.

The contractor seeks his equipment moving costs and the extra rock handling costs. Because the circumstance was, in effect, a right-of-way delay, an adjustment in the compensation to the contractor is permissible under the project specifications. A complete settlement and release can be secured with the additional payment of

$12,870.23. The claim has been reviewed and justified in this amount. The basis for payment has been approved by our Legal Division. This is a State project. Payment in the above amount is recommended.

This matter will be on the agenda for your consideration for the June 8 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
A. F. Parson

JAB:sg fw fn

FORM E-90 BDM 10-66

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
May 16, 1967

**SUBJECT:** Wallowa River (M.P. 60)
Bridge, Contract No. 6843
Contractor's Claim

**To:** Mr. F. D. Morgan
Construction Engineer
B U I L D I N G

Reference is made to the proposed settlement of the claims on this project.

Please rough draft a letter to the Commission setting forth the pertinent points of the claim and recommending their concurrence in settling it on the basis outlined.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

File Enclosed

cc: Victor D. Wolfe

Routing
Morgan
Decker
Bond
Barbee
Walker
Peace
Morelock
Treut
Spott
Wills
Litchfield
Olson

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MAY 17 1967
CONSTRUCTION
DIVISION

FORM E-20 80M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1967

SUBJECT: FBK Assignment No. 1563
Wallowa River (M.P. 60) Bridge
Contract No. 6843
Contractor's Claim

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

Your file on the subject claim is returned herewith. When we discussed this matter last month, it was decided that we should secure an opinion from our Legal Division on the merits of this claim. Also attached is a May 2 letter from Attorney Johansen concurring in our recommendation for settlement.

We also checked further with the Division as to the location of the stockpile site which was used to store the base rock during the delay, the extra costs for which are covered in Part 2 of the claim. We find that the material was stockpiled adjacent to the quarry site, which in no way shortened the haul to the project.

F.D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

JAB:sg
Attachment

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MAY 3 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-30 8041 10-65

Morgan
Decker
Bond
Barbee
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Swan

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1967
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DIVISION

Pease
Morelock
Troul
Scott
Wille
Litchfield
Olson

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2, 1967

SUBJECT: Wallowa River (M.P. 60) Bridge
Contract No. 6843
Contractor's Claim
R. L. Coats

To: F. D. Morgan
Construction Engineer

B u i l d i n g

Attention: John Bond

As requested in your inter-department letter dated April 11, 1967, we have reviewed the correspondence, etc., relating to the above claim.

There seems to be no question that the contractor was in fact delayed from July 15 until early October, 1966, because of the State's delay in negotiating an agreement with the Union Pacific Railroad regarding access to their property. Accordingly, we deem this a clear case of a right-of-way delay, within the meaning of Article 8-11 of the Standard Specifications (1964 Edition).

The cited Article of the Standard Spec's provides that in such cases, if the contractor sustains loss which could not have been avoided by the judicious handling of forces and plant, there shall be paid to him such amount as the engineer may consider to be a fair and reasonable compensation for such part of his actual loss as the engineer determines as unavoidable and which could not have been reduced. It is provided that actual loss shall be understood to include no items other than necessary payments for idle time, cost of extra moving of equipment, and cost of longer hauls.

If we read the file correctly, the engineer has determined that the contractor has sustained unavoidable loss in the amount of $12,870.23, all of which falls within the categories of idle time and necessary extra moving of equipment. It appears that in this case, the contractor minimized his loss by moving his equipment elsewhere, where it was productively used, during the period of delay. Had he not done this, the "idle time" loss would have been much greater than the moving costs actually incurred.

Accordingly, we concur that settlement of these claims in the amount of $12,870.23 is justified and proper, and appears to be in the best interests of the State.

It should perhaps be mentioned that, even in the absence of a specific contract provision such as Article 8-11, we could be held liable for such costs

as the contractor could show to have been caused by our failure to make the necessary right of way available to him within a reasonable time. It seems to be universally held that if a contractor is in fact delayed by reason of the owner's failure to promptly perform its obligations, the contractor may recover his resulting damages. It was certainly our responsibility to make the necessary right of way available to the contractor, including portions of the right of way on or adjacent to the railroad property. The specifications justified the contractor in believing that such property would be available by July 15, or shortly thereafter. Even though we may not have firmly guaranteed that date, a delay of some 2½ months beyond that time would no doubt be considered an unreasonable delay, for which the contractor could recover.

Accordingly, and especially since the case is clearly within the provisions of Article 8-11, we recommend that settlement on the basis set forth in Mr. Bond's letter to you of March 27, 1967, be approved.

G. E. ROHDE
Chief Counsel

By Alan H. Johansen
ALAN H. JOHANSEN
Staff Attorney

AHJ:gw

cc: G. E. Rohde

FORM E-30 SOM 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 31, 1967

SUBJECT: Wallowa River (M.P. 60) Bridge
Contract No. 6843
Contractor's Claim

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

Herewith pertinent data from our file concerning a claim from the contractor for additional compensation on this project for unforeseen costs arising from the delay in availability of the railroad right of way, ~~under~~ over which the relocated grade crossed.

The $12,870.23 settlement is recommended by the Division Engineer and this office. We ask your approval.

F.D. Morgan
Construction Engineer

By
John A. Bond

John A. Bond
Staff Assistant

JAB:sg
Attachments

Routing

Morgan
Decker
Bond
Barbee
Walker
Swan
Pease
Morelock
Trout
Scott
Litchfield
Olson

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1967
CONSTRUCTION
DIVISION

RECEIVED
MAR 31 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 27, 1967

SUBJECT: Wallowa River (M.P. 60) Bridge
Contract No. 6843
Contractor's Claim

To: Mr. F.D. Morgan
Construction Engineer

OFFICE

The attached file concerns a claim arising from delay in availability of railroad right of way to the contractor, R.L. Coats.

This was a State project. A special provision (Pg. 11) advised the contractor he could not work on the railroad property before July 15, 1966. (The contract was awarded May 23, 1966.) The Union Pacific Railroad property was not available to the contractor until October 10. (Due primarily to a delay in establishing responsibility for signal maintenance. State resisted doing this as a bad precedent.) The Resident Engineer issued a "stop work" order August 24 on the railroad segment.

The claim is in two parts:

1) The prime contractor's cost of moving equipment to his headquarters at Bend and return - including idle equipment rates for the days involved.

2) The rock subcontractor's cost of stockpiling base rock and then reloading it, plus cost of moving off job and then back.

The total claim was originally $16,492.08 and was submitted within the time requirements of the specs. The division recommends a payment of $12,870.23. Our basis for making additional compensation would be Article 8-11, Right of Way Delays (the January 1, 1966 supplemental standard was not included in this contract).

Although we ordinarily resist payments for idle time, it is specifically allowed in this situation. After studying our file, and the attached material, I concur in the division's recommendation. I also discussed this with Mr. Coulter last week. The amount claimed could have been much higher. It is to our benefit that the contractor had other work to keep his equipment employed, even though it was elsewhere.

If you concur, I will seek Mr. Klaboe's approval.

APPROVED

John A. Bond
Staff Assistant

JAB:sg
Attachment

Construction Engineer

R. L. Coats
1270 Trenton Ave.
Bend, Oregon

January 20, 1967

J. C. H iatt Res. Engr.
P. O. B ox 850
La Grande, Oregon

Ref: Contract #6843 ( Wallowa River M P 60) Bridge

Dear Mr. Hiatt:

Enclosed in this letter are the additional costs incurred in the completion of the work on the above job due to the Right of Way Delays, caused by the delayed right-of-way arrangement with the Union Pacific Railroad and the Oregon State Highway Dept. My subcontractors and I were forced to stop work in the middle of the project, then come back later and finish the job. This resulted in a move in and out of equipment and the stockpiling and the rehandling of the greater portion of the crushed materials used in the job.

| MOVE OUT | Hours | Rate | Labor | Equipment Rental |
|---|---|---|---|---|
| July 14 | | | | |
| Lowboy Bend to Enterprise | 8 | 15.40 | | 123.20 |
| Operator | 8 | 4.95 | 39.60 | |
| July 15 | | | | |
| Lowboy Enterprise to Bend | 11 | 15.40 | | 169.40 |
| Operator | 8 | 4.95 | 39.60 | |
| Overtime | 3 | 7.43 | 22.29 | |
| 966 Cat loader (3 cu yd) | 11 | ~~15.90~~ 13.25 x 44% | | ~~174.90~~ 64.13 |
| Flagman | 8 | 3.90 | 31.20 | |
| Overtime | 3 | 5.85 | 17.55 | |
| 1 3/4 Ton Pickup | 11 | 2.10 | | 23.10 |
| Aug. 2 | | | | |
| Rebuilding of Right-of-Way Fence | | | | |
| 2 men 3 hrs each | 6 | 3.90 | 23.40 | |
| Aug. 3 | | | | |
| Hauling equipment from job to Bend, Oregon | | | | |
| 50 Ton Lowboy | 11 | 15.40 | | 9.4 |
| Cat 12 Blade 25,500 lbs. | 11 | ~~12.65~~ 11.00 x 44% | | ~~139.15~~ 53.24 |
| Lowboy Driver | 8 | 4.95 | 39.60 | |
| Driver overtime | 3 | 7.45 | 22.29 | |
| D-7 Cat & Dozer Idle Time | 8 | ~~14.60~~ 14.60 x 44% | | ~~130.80~~ 51.39 |
| 10 Cu Yd Dump Trucks #30 & #37 | 22 | 11.00 | | 242.00 |
| 2 Drivers | 16 | 4.43 | 70.88 | |
| Drivers Overtime | 6 | 6.65 | 39.90 | |
| Aug. 4 | | | | |
| Lowboy in for service | | | | |
| D-7 Cat & Dozer (Current) | 8 | ~~16.35~~ 14.60 x 44% | | ~~130.80~~ 51.39 |
| Aug. 5 | | | | |
| Return trip to pick up D-7 | | | | |
| Lowboy | 8 | 15.40 | | 123.20 |
| Driver | 8 | 4.95 | 39.60 | |
| Idle time D-7 | 8 | ~~16.35~~ 14.60 x 44% | | ~~130.80~~ 51.39 |

| | Hours | Rate | Labor | Equipment Rental | |
|---|---|---|---|---|---|
| Aug. 8 | | | | | |
| Haul D-7 Enterprise to Madras Job | | | | | |
| Lowboy | 11 | 15.40 | | 169.40 ✓ | |
| Driver | 8 | 4.95 | 39.60 ✓ | | |
| Driver Overtime | 3 | 7.43 | 22.29 ✓ | | |
| 2 Flagmen | 16 | 3.90 | 62.40 ✓ | | |
| Flagmen Overtime | 6 | 5.85 | 35.10 ✓ | | |
| 2 - 3/4 Ton Pickups | 22 | 2.10 | | 46.20 ✓ | |
| D-7 & Dozer | 11 | ~~16.35~~ 14.60 x 44% | | ~~179.85~~ | 70.66 - |
| MOVE IN | | | | | |
| Oct. 6 (Bend to Enterprise) | | | | | |
| Lowboy | 11 | 15.40 | | 169.40 ✓ | |
| Driver | 8 | 4.95 | 39.60 ✓ | | |
| Driver Overtime | 3 | 7.43 | 22.29 ✓ | | |
| #12 Cat Blade | 11 | ~~12.65~~ 11.00 x ~~44~~% | | ~~139.15~~ | 53.24 - |
| Idle Time | | | | | |
| 966 Cat Loader (3 cu yd) | 8 | ~~15.90~~ 13.25 x 44% | | ~~123.20~~ | 45.64 - |
| D-7 & Dozer(Current) | 8 | ~~16.35~~ 14.60 x 44% | | ~~130.80~~ | 51.39 - |
| Oct. 7 | | | | | |
| 2 Dump Trucks (10 cu yd) #30 & #37 | 22 | 11.00 | | 242.00 ✓ | |
| 2 Drivers Bend to Enterprise | 16 | 4.43 | 70.88 ✓ | | |
| Drivers Overtime | 6 | 6.65 | 39.90 ✓ | | |
| Oct. 9 | | | | | |
| Lowboy (Enterprise to Bend) | 8 | 15.40 | | 123.20 ✓ | |
| Driver | 8 | 4.95 | 39.60 ✓ | | |
| 966 Loader Idle Time | 8 | ~~15.90~~ 13.25 x 44% | | ~~127.20~~ | 46.64 - |
| Oct. 10 | | | | | |
| Lowboy Haul D-7 (Bend to Enterprise) | | | | | |
| Lowboy | 11 | 15.40 | | 169.40 ✓ | |
| Driver | 8 | 4.95 | 39.60 ✓ | | |
| Driver Ovettime | 3 | 7.43 | 22.29 ✓ | | |
| 2 Flagmen | 16 | 3.90 | 62.40 ✓ | | |
| Ovetime | 6 | 5.85 | 35.10 ✓ | | |
| 2 - 3/4 Ton Pickups | 22 | 2.10 | | 46.20 ✓ | |
| D-7 & Dozer | 11 | ~~16.35~~ 14.60 x 44% | | ~~179.85~~ | 70.66 - |
| 966 Idle Time | 8 | ~~15.90~~ 13.25 x 44% | | ~~127.20~~ | 46.64 - |
| Oct. 11 | | | | | |
| Low (Enterprise to Bend) | 8 | 15.40 | | 123.20 ✓ | |
| Driver | 8 | 4.95 | 39.60 ✓ | | |
| 966 Loader idle time | 8 | ~~15.90~~ 13.25 x 44% | | ~~127.20~~ | 46.64 - |
| Oct. 12 | | | | | |
| Lowboy (Bend to Enterprise) | 11 | 15.40 | | 169.40 ✓ | |
| Driver | 8 | 4.95 | 39.60 ✓ | | |
| Driver Overtime | 3 | 7.43 | 22.29 ✓ | | |
| Flagman | 8 | 3.90 | 31.20 ✓ | | |
| Flagman Overtime | 3 | 5.85 | 17.55 ✓ | | |
| 966 Cat Loader | 8 | ~~15.90~~ 13.25 x 44% | | ~~127.20~~ | 46.64 - |
| Oct. 14 | | | | | |
| Lowboy (Enterprise to Bend) | 8 | 15.40 | | 123.20 ✓ | |
| Driver | 8 | 4.95 | 39.60 ✓ | | |
| TOTALS | | | ~~1067.20~~ 1136.80 | ~~4200.00~~ | 2982.59 |
| | | Payroll taxes | ~~82.49~~ 85.56 | | |
| | | | ~~1149.69~~ 1192.36 | ~~1149.69~~ | 1192.36 |
| PAYROLL TAXES: | | | | | |
| F.I.C.A. 2.10% | | | | | |
| State Comp Ins 2.53% | | | | | |
| Unemployment 3.10% | | | | | |
| 7.73% | | TOTAL | | ~~5349.69~~ | 4174.95 |

Move material stockpile across old highway. This material was stockpiled and rehandled.

4000 Cu yds @ 50¢ cu. yd. ~~$2000.00~~ Not allowed.

~~5339.69~~
Total ~~7339.69~~ 4174.95

* Subcontractors additional cost (itemized sheets enclosed) ~~9339.31~~

~~TOTAL~~ ~~$16679.00~~

I believe the above figures to be reasonable. I realize I can never recover all the losses suffered by this delay, but payment for the additional moving and idle time will help.

Sincerely,

R. L. Coats

R. L. Coats

* See seperate billing from Arthur Simonsen. ---8695.28

Total of both billings = $12,870.23

(J.C. Huitt) copy
Recd. 1/24/66

Arthur Simonsen & Co., Inc.
3005 N 3rd St.
Baker, Oregon

CONTRACT NO. 6843
WALLOWA LAKE RIVER
BRIDGE

Mr. R. L. Coates
Bend
Oregon

Following are our additional costs to complete the above job due to shut down, moving in and out, extra work of rehandling material, extra crushing of material, all caused by delayed arrangement with Union Pacific Railroad and the Oregon State Highway Department in allowing construction to proceed as planned, when we submitted to you our figure for doing this work. The extra time required to do this extra work amounts to approximately twenty-one days which could cause some penalty on our next job if bad weather should handicap the work procedure or delay the work. We haven't added any liquidated damages for delays in the following costs even-though there was some delay nearly every day while doing the work which should entitle us to liquidated damages. I'm quite sure if this delay was contractor-caused, liquidated damages would be assessed.

Additional Costs and Expenses:

STOCKPILING

3/4 to 0

| | | | | | |
|---|---|---|---|---|---|
| August 11, 1966 | D7 Cat (Level site) | 2 hrs. | @ | $11.10 | $22.20 |
| | Operator | 2 hrs. | @ | 5.27 | 10.54 |
| | H&W & Pension | 2 hrs. | @ | .40 | .80 |
| | Misc. Insurance | 12.44 | x | 10.54 | 1.31 |
| 12 | Truck No. 27 | 7 hrs. | @ | 11.00 | 77.00 |
| | Truck No. 29 | 7 hrs. | @ | 11.00 | 77.00 |
| | Drivers (2) | 14 hrs. | @ | 4.43 | 62.02 |
| | H&W & Pension | 14 hrs. | @ | .35 | 4.90 |
| | Travel | | @ | 4.50 | 9.00 |
| | D-7 Cat | 7 hrs. | @ | 11.10 | 77.70 |
| | Operator | 7 hrs. | @ | 5.27 | 36.89 |
| | H&W & Pension | 7 hrs. | @ | .40 | 2.80 |
| | Travel Pay | | @ | 6.00 | 6.00 |
| | Misc. Insurance | 12.44 | x | 98.91 | 12.30 |
| 15 | Truck No. 28 | 6 hrs. | @ | 11.00 | 66.00 |
| | Truck No. 29 | 6 hrs. | @ | 11.00 | 66.00 |
| | Drivers (2) | 12 hrs. | @ | 4.43 | 53.16 |
| | H&W & Pension | 12 hrs. | @ | .35 | 4.20 |
| | Travel | | @ | 4.50 | 9.00 |
| | D7 Cat | .6 hrs. | @ | 11.10 | 66.60 |
| | Operator | 6 hrs. | @ | 5.27 | 31.62 |

Contract. #6843

| | | | | | | |
|---|---|---|---|---|---|---|
| August 15 (Cont.) | | H&W & Pension | 6 hrs. | @ | .40 | 2.40 |
| | | Travel | | @ | 6.00 | 6.00 |
| | | Misc. Insurance | 12.44 | x | 84.78 | 10.55 |
| | 16 | Truck No. 27 | 7 hrs. | @ | 11.00 | 77.00 |
| | | Truck No. 29 | 7 Hrs. | @ | 11.00 | 77.00 |
| | | Drivers (2) | 14 hrs. | @ | 4.43 | 62.02 |
| | | H&W & Pension | 14 hrs. | @ | .35 | 4.90 |
| | | Travel | | @ | 4.50 | 9.00 |
| | | D7 Cat | 7 hrs. | @ | 11.10 | 77.70 |
| | | Operator | 7 hrs. | @ | 5.27 | 36.89 |
| | | H&W & Pension | 7 hrs. | @ | .40 | 2.80 |
| | | Travel | | @ | 6.00 | 6.00 |
| | | Misc. Insurance | 12.44 | x | 98.91 | ~~10.55~~ 12.30 |
| | | | | | BASE ROCK | |
| | 17 | Truck No. 27 | 8 hrs. | @ | 11.00 | 88.00 |
| | | Truck No. 29 | 8 hrs. | @ | 11.00 | 88.00 |
| | | Drivers (2) | 16 hrs. | @ | 4.43 | 70.88 |
| | | H&W & Pension | 16 hrs. | @ | .35 | 5.60 |
| | | Travel | | @ | 4.50 | 9.00 |
| | | D7 Cat | 8 hrs. | @ | 11.10 | 88.80 |
| | | Operator | 8 hrs. | @ | 5.27 | 42.16 |
| | | H&W & Pension | 8 hrs. | @ | .40 | 3.20 |
| | | Travel | | @ | 6.00 | 6.00 |
| | | Misc. Insurance | 12.44 | x | 113.04 | 14.06 |
| | 18 | Truck No. 25 | 7 hrs. | @ | 11.00 | 77.00 |
| | | Truck No. 27 | 7 hrs. | @ | 11.00 | 77.00 |
| | | Drivers (2) | 14 hrs. | @ | 4.43 | 62.02 |
| | | H&W & Pension | 14 hrs. | @ | .35 | 4.90 |
| | | Travel | | @ | 4.50 | 9.00 |
| | | D7 Cat | 7 hrs. | @ | 11.10 | 77.70 |
| | | Operator | 7 hrs. | @ | 5.27 | 36.89 |
| | | H&W & Pension | 7 hrs. | @ | .40 | 2.80 |
| | | Travel | | @ | 6.00 | 6.00 |
| | | Misc. Insurance | 12.44 | x | 98.91 | 12.30 |
| | 19 | Truck No. 25 | 8 hrs. | @ | 11.00 | 88.00 |
| | | Truck No. 29 | 8 hrs. | @ | 11.00 | 88.00 |
| | | Drivers (2) | 16 hrs. | @ | 4.43 | 70.88 |
| | | H&W & Pension | 16 hrs. | @ | .35 | 5.60 |
| | | Travel | | @ | 4.50 | 9.00 |
| | | D7 Cat | 8 hrs. | @ | 11.10 | 88.80 |
| | | Operator | 8 hrs. | @ | 5.27 | 42.16 |
| | | H&W & Pension | 8 hrs. | @ | .40 | 3.20 |
| | | Travel | | @ | 6.00 | 6.00 |
| | | Misc. Insurance | 12.44 | x | 113.04 | 14.06 |
| | 22 | Truck No. 27 | 8 hrs. | @ | 11.00 | 88.00 |
| | | Truck No. 29 | 8 hrs. | @ | 11.00 | 88.00 |
| | | Drivers (2) | 16 hrs. | @ | 4.43 | 70.88 |
| | | H&W & Pension | 16 hrs. | @ | .35 | 5.60 |
| | | Travel | | @ | 4.50 | 9.00 |
| | | D7 Cat | 8 hrs. | @ | 11.10 | 88.80 |
| | | Operator | 8 hrs. | @ | 5.27 | 42.16 |
| | | H&W & Pension | 8 hrs. | @ | .40 | 3.20 |
| | | Travel | | @ | 6.00 | 6.00 |
| | | Misc. Insurance | 12.44 | x | 113.04 | 14.06 |

| | | | | | |
|---|---|---|---|---|---|
| August 23, 1966 | Truck No. 27 | 8 hrs. | @ | 11.00 | 88.00 |
| | Truck No. 29 | 8 hrs. | @ | 11.00 | 88.00 |
| | Drivers (2) | 16 hrs. | @ | 4.43 | 70.88 |
| | H&W & Pension | 16 hrs. | @ | .35 | 5.60 |
| | Travel | | @ | 4.50 | 9.00 |
| | D7 Cat | 8 hrs. | @ | 11.10 | 88.80 |
| | Operator | 8 hrs. | @ | 5.27 | 42.16 |
| | H&W & Pension | 8 hrs. | @ | .40 | 3.20 |
| | Travel | | @ | 6.00 | 6.00 |
| | Misc. Insurance | 12.44 | x | 113.04 | 14.06 |
| 24 | Truck No. 27 | 8 hrs. | @ | 11.00 | 88.00 |
| | Truck No. 29 | 8 hrs. | @ | 11.00 | 88.00 |
| | Drivers (2) | 16 hrs. | @ | 4.43 | 70.88 |
| | H&W & Pension | 16 hrs. | @ | .35 | 5.60 |
| | Travel | | @ | 4.50 | 9.00 |
| | D7 Cat | 8 hrs. | @ | 11.10 | 88.80 |
| | Operator | 8 hrs. | @ | 5.27 | 42.16 |
| | H&W & Pension | 8 hrs. | @ | .40 | 3.20 |
| | Travel | | @ | 6.00 | 6.00 |
| | Misc. Insurance | 12.44 | x | 113.04 | 14.06 |
| 25 | Truck No. 27 | 5 hrs. | @ | 11.00 | 55.00 |
| | Truck No. 29 | 5 hrs. | @ | 11.00 | 55.00 |
| | Drivers (2) | 10 hrs. | @ | 4.43 | 44.30 |
| | H&W & Pension | 10 hrs. | @ | .35 | 3.50 |
| | Travel | | @ | 4.50 | 9.00 |
| | D7 Cat | 5 hrs. | @ | 11.10 | 55.50 |
| | Operator | 5 hrs. | @ | 5.27 | 26.35 |
| | H&W & Pension | 5 hrs. | @ | .40 | 2.00 |
| | Travel | | @ | 6.00 | 6.00 |
| | Misc. Insurance | 12.44 | x | 70.65 | 8.79 |
| 26 | Truck No. 25 | 6 hrs. | @ | 11.00 | 66.00 |
| | Truck No. 29 | 6 hrs. | @ | 11.00 | 66.00 |
| | Drivers (2) | 12 hrs. | @ | 4.43 | 53.16 |
| | H&W & Pension | 12 hrs. | @ | .35 | 4.20 |
| | Travel | | @ | 4.50 | 9.00 |
| | D7 Cat | 6 hrs. | @ | 11.10 | 66.60 |
| | Operator | 6 hrs. | @ | 5.27 | 31.62 |
| | H&W & Pension | 6 hrs. | @ | .40 | 2.40 |
| | Travel | | @ | 6.00 | 6.00 |
| | Misc. Insurance | 12.44 | x | 84.78 | 10.55 |
| 30 | Truck No. 28 | 8 hrs. | @ | 11.00 | 88.00 |
| | Truck No. 29 | 8 hrs. | @ | 11.00 | 88.00 |
| | Drivers (2) | 16 hrs. | @ | 4.43 | 70.88 |
| | H&W & Pension | 16 hrs. | @ | .35 | 5.60 |
| | Travel | | @ | 4.50 | 9.00 |
| | D7 Cat | 8 hrs. | @ | 11.10 | 88.80 |
| | Operator | 8 hrs. | @ | 5.27 | 42.16 |
| | H&W & Pension | 8 hrs. | @ | .40 | 3.20 |
| | Travel | | @ | 6.00 | 6.00 |
| | Misc. Insurance | 12.44 | x | 113.04 | 14.06 |

| | | | | | |
|---|---|---|---|---|---|
| August 31, 1966 | Truck No. 25 | 9 hrs. | @ | 11.00 | 99.00 |
| | Truck No. 29 | 9 hrs. | @ | 11.00 | 99.00 |
| | Drivers (2) | 16 hrs. | @ | 4.43 | 70.88 |
| | Drivers (OT) | 2 hrs. | @ | 6.64½ | 13.29 |
| | H&W & Pension | 18 hrs. | @ | .35 | 6.30 |
| | Travel | | @ | 4.50 | 9.00 |
| | D7 Cat | 9 hrs. | @ | 11.10 | 99.90 |
| | Operator | 8 hrs. | @ | 5.27 | 42.16 |
| | Operator (OT) | 1 hr. | @ | 7.90½ | 7.91 |
| | H&W & Pension | 9 hrs. | @ | .40 | 3.60 |
| | Travel | | @ | 6.00 | 6.00 |
| | Misc. Insurance | 12.44 | x | 134.24 | 16.70 |
| Sept. 1 | Truck No. 25 | 9 hrs. | @ | 11.00 | 99.00 |
| | Truck No. 29 | 9 hrs. | @ | 11.00 | 99.00 |
| | Drivers (2) | 16 hrs. | @ | 4.43 | 70.88 |
| | Drivers (OT) | 2 hrs. | @ | 6.64½ | 13.29 |
| | H&W & Pension | 18 hrs. | @ | .35 | 6.30 |
| | Travel | | @ | 4.50 | 9.00 |
| | D7 Cat | 9 hrs. | @ | 11.10 | 99.90 |
| | Operator | 8 hrs. | @ | 5.27 | 42.16 |
| | Operator (OT) | 1 hr. | @ | 7.90½ | 7.91 |
| | H&W & Pension | 9 hrs. | @ | .40 | 3.60 |
| | Travel | | @ | 6.00 | 6.00 |
| | Misc. Insurance | 12.44 | x | 134.24 | 16.70 |
| 2 | Truck No. 25 | 2 hrs. | @ | 11.00 | 22.00 |
| | Driver | 2 hrs. | @ | 4.43 | 8.86 |
| | H&W & Pension | 2 hrs. | @ | .35 | .70 |
| | D7 Cat | 2 hrs. | @ | 11.10 | 22.20 |
| | Operator | 2 hrs. | @ | 5.27 | 10.54 |
| | H&W & Pension | 2 hrs. | @ | .40 | .80 |
| | Misc. Insurance | 12.44 | x | 19.40 | 2.41 |
| 3 | Move Out Patrol | | | | |
| | Tractor & Lowboy (50 Ton) | 5 hrs. | @ | 15.40 | 77.00 |
| | Driver | 5 hrs. | @ | 4.48 | 22.40 |
| | H&W & Pension | 5 hrs. | @ | .35 | 1.75 |
| | Move Shop Van | | | | |
| | Tractor (10 Ton) | 4 hrs. | @ | 6.60 | 26.40 |
| | Driver | 4 hrs. | @ | 4.43 | 17.72 |
| | H&W & Pension | 4 hrs. | @ | .35 | 1.40 |
| | Dismantle & Move Pumping Plant | | | | |
| | Two Men | 2 hrs. ea. | @ | 4.43 | 17.72 |
| 7 | Move Out Shovel | | | | |
| | Tractor & Lowboy | 6 hrs. | @ | 15.40 | 92.40 |
| | Driver | 6 hrs. | @ | 4.48 | 26.88 |
| | H&W & Pension | 6 hrs. | @ | .35 | 2.10 |
| | Pickup (Flag) | 6 hrs. | @ | 1.80 | 10.80 |
| | Driver | 6 hrs. | @ | 4.43 | 26.58 |

Contract #6843

| | | | | | | |
|---|---|---|---|---|---|---|
| Sept. 7 (Cont.) | | Move Out Welding Tk. | | | | |
| | | Truck | 3 hrs. | @ | 6.60 | 19.80 |
| | | Driver | 3 hrs. | @ | 4.43 | 13.29 |
| | | Move Out 5-10 yd. Tks. | | | | |
| | | Trucks 5 @ | 3 hrs. ea. | | @11.00 | 165.00 |
| | | Drivers | 15 hrs. | @ | 4.43 | 66.45 |
| | | H&W & Pension | 15 hrs. | @ | .35 | 5.25 |
| | 8 | Move Out Roller | | | | |
| | | Tractor & Lowboy | 5 hrs. | @ | 15.40 | ~~92.40~~ 77.00 |
| | | Driver | 5 hrs. | @ | 4.48 | 22.40 |
| | | Move Out Water | | | | |
| | | Truck & Tank | 3 hrs. | @ | 8.55 | 25.65 |
| | | Driver | 3 hrs. | @ | 4.43 | 13.29 |
| Oct. | 12 | Move In 5-10 yd. Tks. | | | | |
| | | Trucks 5 @ | 3 hrs. ea. | | @11.00 | 165.00 |
| | | Drivers | 15 hrs. | @ | 4.43 | 66.45 |
| | | H& W & Pension | 15 hrs. | @ | .35 | 5.25 |
| | 13 | Move In Shovel | | | | |
| | | Tractor & Lowboy | 6 hrs. | @ | 15.40 | 92.40 |
| | | Driver | 6 hrs. | @ | 4.48 | 26.88 |
| | | Pickup (Flagging) | 6 hrs. | @ | 1.80 | 10.80 |
| | | Driver | 6 hrs. | @ | 4.43 | 26.58 |
| | | H&W & Pension | 12 hrs. | @ | .35 | 4.20 |
| | | Move In Shop Van | | | | |
| | | Tractor | 4 hrs. | @ | 6.60 | 26.40 |
| | | Driver | 4 hrs. | @ | 4.43 | 17.72 |
| | | H&W & Pension | 4 hrs. | @ | .35 | 1.40 |
| | | Move In Welding Truck | | | | |
| | | Truck | 3 hrs. | @ | 6.60 | 19.80 |
| | | Driver | 3 hrs. | @ | 4.43 | 13.29 |
| | | Move In Patrol | | | | |
| | | Tractor & Lowboy | 5 hrs. | @ | 15.40 | 77.00 |
| | | Driver | 5 hrs. | @ | 4.48 | 22.40 |
| | | H&W & Pension | 5 hrs. | @ | .35 | 1.75 |
| | | Move In Water Tk. | | | | |
| | | Tractor & Trailer | 3 hrs. | @ | 8.55 | 25.65 |
| | | Driver | 3 hrs. | @ | 4.43 | 13.29 |
| | 14 | Move In Roller | | | | |
| | | Tractor & Lowboy | 5 hrs. | @ | 15.40 | 77.00 |
| | | Driver | 5 hrs. | @ | 4.48 | 22.40 |
| | 14 | Loading Base Rock | | | | |
| | | Shovel (25B) | 8 hrs. | @ | 12.70 | 101.60 |
| | | Operator | 10 hrs. | @ | 5.35 | 53.50 |
| | | H&W & Pension | 10 hrs. | @ | .40 | 4.00 |
| | 17 | Shovel | 8 hrs. | @ | 12.70 | 101.60 |
| | | Operator | 8 hrs. | @ | 5.35 | 42.80 |
| | | H&W & Pension | 8 hrs. | @ | .40 | 3.20 |
| | 18 | Shovel | 8 hrs. | @ | 12.70 | 101.60 |

| | | | | | |
|---|---|---|---|---|---|
| Oct. 18 | (Cont.) | Operator | 8 hrs. | @ 5.35 | 42.80 |
| | | H&W & Pension | 8 hrs. | @ .40 | 3.20 |
| | 19 | Shovel | 8 hrs. | @ 12.70 | 101.60 |
| | | Operator | 8 hrs. | @ 5.35 | 42.80 |
| | | H&W & Pension | 8 hrs. | @ .40 | 3.20 |
| | 20 | Shovel | 8 hrs. | @ 12.70 | 101.60 |
| | | Operator | 8 hrs. | @ 5.35 | 42.80 |
| | | H&W & Pension | 8 hrs. | @ .40 | 3.20 |
| | 21 | Shovel | 8 hrs. | @ 12.70 | 101.60 |
| | | Operator | 8 hrs. | @ 5.35 | 42.80 |
| | | H&W & Pension | 8 hrs. | @ .40 | 3.20 |
| | 24 | Shovel | 8 hrs. | @ 12.70 | 101.60 |
| | | Operator | 8 hrs. | @ 5.35 | 42.80 |
| | | H&W & Pension | 8 hrs. | @ .40 | 3.20 |
| | 25 | Shovel | 8 hrs. | @ 12.70 | 101.60 |
| | | Operator | 8 hrs. | @ 5.35 | 42.80 |
| | | H&W & Pension | 8 hrs. | @ .40 | 3.20 |
| | 26 | Shovel | 1 hr. | @ 12.70 | 12.70 |
| | | Operator | 1 hr. | @ 5.35 | 5.35 |
| | | H&W & Pension | 1 hr. | @ .40 | .40 |
| | 27 | Shovel | 4 hrs. | @ 12.70 | 50.80 |
| | | Operator | 4 hrs. | @ 5.35 | 21.40 |
| | | H&W & Pension | 4 hrs. | @ .40 | 1.60 |
| | | Shovel | 8 hrs. | @ 12.70 | 101.60 |
| | 28 | Operator | 8 hrs. | @ 5.35 | 42.80 |
| | | H&W & Pension | 8 hrs. | @ .40 | 3.20 |
| | | Shovel | 4 hrs. | @ 12.70 | 50.80 |
| | 31 | Operator | 4 hrs. | @ 5.35 | 21.40 |
| | | H&W & Pension | 4 hrs. | @ .40 | 1.60 |
| Nov. | 1 | Shovel | 4 hrs. | @ 12.70 | 50.80 |
| | | Operator | 4 hrs. | @ 5.35 | 21.40 |
| | | H&W & Pension | 4 hrs. | @ .40 | 1.60 |
| | 2 | Shovel | 1 hr. | @ 12.70 | 12.70 |
| | | Operator | 1 hr. | @ 5.35 | 5.35 |
| | | H&W & Pension | 1 hr. | @ .40 | .40 |
| | | Misc. Insurance 9/3/66 thru 11/2/66 | 12.44 | x 906.54 | 112.77 |
| | | TOTAL AMOUNT DUE | | | $ ~~6708.93~~ 8695.28 |

(Misc. Insurance: 5.14 State Comp.
3.10 St. & Fed. UC
4.20 F.I.C.A. )

As you can see, we have not added labor costs for dead-heading men after making moves and returning for additional equipment, nor for the rental of transportation equipment.

The extra time required to do this work because of the dispute between the Railroad and the Oregon State Highway Department caused a penalty of about 25 days at $100.00 per day against us on our job at Willowdale, of which this job is responsible for 21 days. This has also not been added to the above costs, eventhough it should be.

Very truly yours,

ARTHUR SIMONSEN & CO., INC.

Arthur Simonsen

Arthur Simonsen
President

.. L. Coats
1270 Trenton Ave.
Bend, Oregon

Recd 1/30/67 JCH.

January 20, 1967

J. C. Hiatt, Res. Engr.
P. O. Box 850
La Grande, Oregon

Ref: Contract #6843 (Wallowa River M P 60) Bridge

Dear Mr. Hiatt:

Enclosed is the corrected billing for the extra move in and out, and the work involved in the delay, at the road and railroad crossings of the new highway.

In our conversation about this bill you wanted an explanation of the item for the rehandle of 4000 cu yds of fill material. The reason I stockpiled this was so that I wouldn't have to move an extra cat in to keep the fills worked down as we hauled this material to fill in the gaps at the old road and railroad crossings. By moving t his material when I was hauling the bulk of the material I was able to place it once, at my estimated costs. I have the basic costs in moving this type of fill, cat dozers, loaders, and trucks. Originally I had two cat dozers, four trucks, and two loaders. When I moved back in I had one cat dozer, one loader, and three trucks. I first dozed the 4000 cu yds into place and then I started hauling the remainder which wasn't much. Even at that I had to run the push cat back and forth between the pit and the fill to keep the operation going. This type of operation is not very profitable. We were starved for material at the pit when the dozer was on the fill and out of a place to dump when the dozer was at the pit. I did the best I could to complete the job under these conditions and a cost of 50¢ per cu yd I think is an accurate figure for the extra work involved. This figure of 4000 cu yds was arrived at from a load count when we stockplied the material.

In regards to the idle time on the equipment, my equipment payments are not any less when this equipment is delayed between jobs. I still have the same basic costs. According to the contract the State will pay for this. If it was other than the going rental rate I believe it should have been specified in the contract.

Therefore I submit the enclosed bill which is actual record of my additional costs on this project due to right-of-way delays.

There were several other items that I didn't submit a bill for, the removing and reinstalling of the 18" culvert end section, and extending 18" pipe six feet. Excavated channel change two feet below grade for riprap, then the State decided no riprap, so I dozed it back in again. Also the right-of-way delay caused me to finish the project under adverse weather conditions in the late fall and early winter causing additional costs. In coming back to finish the job I incurred a $2500.00 time penalty on another State job.

Sincerely,

R. L. Coats

R. L. Coats

RLC/ss

No. 34

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Wallowa River (MP 60) Bridge | | WEEK ENDING: April 21, 1967 |
| HIGHWAY: Wallowa Lake | | SECTION PREFIX: 32-1114 |
| | | COUNTY: Wallowa |
| NAME OF JOB: Wallowa River (M.P. 60) Bridge | KIND OF WORK: Grading, Paving and Structure | |
| CONTRACTOR: R.L. Coats | CONTRACT NUMBER: 6843 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 23, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 180 | CALENDAR DAYS USED 134 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED |
| PROJECT AUTHORIZATION: $274,204.12 | ENGINEERING AUTHORIZATION $19,498.96 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100 |
| EXCLUSIVE OF ENGINEERING: $256,705.16 | ENGINEERING COST TO DATE $19,747.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 90 |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $251,524.84 | | DATE PROJECT WAS COMPLETED: December 18, 1966 |
| ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 1 % | PERCENT OF AUTHORIZATION 101% | |

Semi-Final submitted December 28, 1966

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | 100 | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.55 | 0.55 | | | 0.55 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 0.55 | 0.55 | | | 0.55 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 36,700 | 10,700 | | | 2,300 |
| TOTAL QUANTITIES CORRECTED TO DATE | 36,215 | 11,092 | | | 2,536 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 36,215 | 11,092 | | | 2,536 |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

Railroad Equipment only.

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | 723A | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | 100 | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY 16 | Partly Cloudy | | | |
| MONDAY 17 | Snow Flurries Showers P.M. | | | |
| TUESDAY 18 | Broken Overcast Cool | | | |
| WEDNESDAY 19 | Broken Overcast Showers-Cool | | | |
| THURSDAY 20 | Overcast Lt. Showers | | | |
| FRIDAY 21 | Overcast | | | |
| SATURDAY 15 | Fair A.M. Showers P.M. | | | |

Routing

Morgan ///  Pease E

Decker  Morelock

Bond  Trout

Barbee  Scott

Walker  Wills

Glenn  Litchfield

Swan  Olson

BEN GIFFORD

RECEIVED
APR 25 1967
CONSTRUCTION
DIVISION

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY 16 | |
| MONDAY 17 | |
| TUESDAY 18 | Union Pacific Rail road Diesel Crew completed installation of automatic signal standards and lights. Power hook up to substation remains to be done. |
| WEDNESDAY 19 | |
| THURSDAY 20 | Transmission completed and automatic signals put in operation at 3:30 PM. |
| FRIDAY 21 | |
| SATURDAY 15 | |

## REMARKS

Permanent signing by state forces remains to be done.
40 rods of fencing remains to be done by state forces.

SIGNED C. H. [illegible] LOCATION [illegible]

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY 16 | |
| MONDAY 17 | |
| TUESDAY 18 | Pacific Railroad Signal Corp completed installation of automatic signal [illegible] and lights. Power hook up to last location remains to be done. |
| WEDNESDAY 19 | |
| THURSDAY 20 | Installation completed and automatic signals put in operation at 2:30 PM. |
| FRIDAY 21 | |
| SATURDAY 22 | |

**REMARKS**

Permanent signing by state forces remains to be done.
AC role of fencing remains to be done by state forces.

SIGNED C. H. [illegible] LOCATION [illegible]

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
MAR 2 - 1967
FOR FILING

32-1114

6843

March 2, 1967

General Insurance Co. of America
Portland Service Office
209 S.W. 4th Avenue
Portland, Oregon 97204

Gentlemen:

Contract No. 6843 awarded to R. L. Coats for grading, paving, and structure on the Wallowa River Bridge (M.P. 60) on the Wallowa Lake Highway in Wallowa County was completed on December 16, 1966, and accepted by the Highway Commission on March 1, 1967.

Final payment in the amount of $10,787.55 will be released to the contractor after March 9, 1967. The total contract amount is $218,140.31 including $1,095.34 for work performed under force account.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc Mr. R. L. Coats
1270 Truxton Avenue
Bend, Oregon 97701

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
MAR 2 - 1967
FOR FILING

32-1114

6843

March 1, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed December 18, 1966 on Contract No. 6843. The contract was with R. L. Coats and was for grading, paving, and a structure on the Wallowa River (M.P. 60) Bridge Section of the Wallowa Lake Highway in Wallowa County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 1, 1967 and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

bc Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
Ivan Merchant
C. H. Maison
A. F. Parson

bg ja

RECEIVED
JAN 13 1967
FORM E-30 SOH 10-65 SP*23401-734
FILING

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1967

32-1114

6845

**SUBJECT:** Pux 595 - Hwy. G-Xing 4 miles westerly of City of Enterprise
OWRR & N. Co.; UPRR Co.
Wallowa County

**To:** Mr. R. L. Porter
Deputy State Highway Engineer

Building

Herewith I hand you a copy of Order No. 43174 issued by the Public Utility Commissioner under date of January 9, 1967, relative to the above-titled matter.

Jack L. Sollis
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Encl.

cc: F. B. Klaboe (1)
F. D. Morgan (2)
E. S. Hunter (2)
A. F. Parson (2)
R. N. Chase (3)
F. B. Crandall (2)
T. W. Litchfield (1)

NOTED
R. L. PORTER

RECEIVED
JAN 12 1967
OFFICE OF
STATE HIGHWAY ENGINEER

Order #43174

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 352

| | |
|---|---|
| In the matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct a Highway Grade Crossing over the tracks and right of way of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, approximately four (4) miles westerly of the city of Enterprise in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 30, Township 1 South, Range 44 East, Willamette Meridian. | ORDER |

The above-entitled matter was duly heard on August 26, 1966, and concluded in a continued hearing on October 19, 1966, at Salem, Oregon, before Frank Stinemeyer, Examiner for the Commissioner. The following appearances are of record herein:

For Petitioner:

Jack L. Sollis
Assistant Attorney General
Of Counsel for the State
Highway Commission
Salem, Oregon
In behalf of Petitioner.

For Respondents:

John A. Reuling, Jr., Attorney
Portland, Oregon
In behalf of Union Pacific Railroad Company and Oregon-Washington Railroad & Navigation Company.

For Commissioner:

Dale Crabtree
Assistant Attorney General
Of Counsel for the Public
Utility Commissioner
Salem, Oregon
In behalf of the Public
Utility Commissioner

On April 4, 1966, the State of Oregon, by and through its State Highway Commission, filed its Petition with the Commissioner, pursuant to the provisions of ORS 366.205 and ORS 763.030, for an order authorizing the abolishment of an existing highway grade crossing and construction of a new highway grade crossing on the Joseph Branch Track of the Oregon-Washington Railroad and Navigation Company, Lessor, under lease by the Union Pacific Railroad Company, such railroads being hereinafter referred to as Respondents.

The Petition identifies the crossing to be abolished as Crossing No. 2G-72.4 in Commissioner's Catalog of Crossings. The proposed new highway grade crossing is to be located approximately 420 feet easterly of Crossing 2G-72.4. Attached to and made a part of the Petition are a vicinity and profile map and engineering drawings showing construction and surfacing details, highway and railroad profiles, plan, elevation and grade line diagrams.

A pre-trial conference was held on August 26, 1966, at which time the parties stipulated to terms and conditions whereby Respondents would permit entry on Respondents' right of way dependant upon the placement of certain temporary signing and signalization pending final installation of permanent signalization.

Notices of the filing of the Petition herein and of the several hearings held as hereinabove set forth were duly served upon all persons entitled thereto.

Evidence was adduced in behalf of Petitioner and Respondents, the hearing was completed and the matter was submitted for determination. Based upon said evidence and record, it is found that:

Petitioner is a public authority. Respondents are railroads. The point of the proposed alteration is a public highway as defined in ORS Chapter 763 and is located in Wallowa County, Oregon. The alteration of the railroad track-highway grade crossing is within the discretion and authority of the Public Utility Commissioner of Oregon, pursuant to the provisions of ORS Chapter 763.

The crossing to be relocated is situated approximately 420 feet easterly of Crossing 2G-72.4 in Commissioner's Catalog of Crossings and in Section 30, Township 1 South, Range 33 East, Willamette Meridian, in said Wallowa County, Oregon.

At the point of the proposed grade crossing, the highway will be constructed with two 12-foot travel lanes, with 12-foot stopping lanes and with 4-foot paved shoulders. The centerline tangent of the proposed highway intersects the existing track at an angle of 31°31'04" in the northeast quadrant. The proposed highway crosses the tracks on an ascending grade of 1.775% from west to east and approximately 200 feet easterly of the crossing, the gradient increases by 1.565%.

The sight distances approaching the proposed crossing are as follows:

From a point on the proposed highway
500 feet westerly of the crossing (Point A)

West - 1,350 feet
East - 380 feet

From a point on the proposed highway
50 feet westerly of the crossing (Point B)

West - 1,020 feet
East - 1,000 feet

From a point on the proposed highway
500 feet easterly of the crossing (Point D)

West - 1,060 feet
East - 1,120 feet

From a point on the proposed highway
50 feet easterly of the crossing (Point C)

West - 920 feet
East - 1,000 feet

The sight distances, as estimated by Respondent's Highway Crossing and Encroachment Engineer, at the crossing which it is proposed should be abandoned are as follows:

From a point on the former highway 200 feet northerly of Respondents' center line on the crossing:

West - 500 feet
East - 1/4 mile

From a point on the former highway 200 feet southerly of Respondents' center line on the crossing:

West - 400 feet
East - 1/4 mile

At the proposed crossing there is an average of twelve freight train movements per week (six round trips) at a maximum speed of 25 miles per hour. Scheduled train movements have decreased continuously in number since 1958 when there were 24 freight train movements per week (12 round trips). Respondents' freight movement car-consists per train are now about the same as they were in 1958, and possibly smaller.

Average annual daily motor vehicular traffic over the Wallowa Lake Highway, upon which the subject crossing is to be relocated, has been substantially increasing in the past five years. Petitioner's traffic engineer for the highway division area in question now estimates traffic to be 1250 vehicles per day on an average annual basis. Such increase is projected on the basis of percental traffic counts made to approximate 1750 by 1984.

The proof of Petitioner and Respondents relative to average speeds of motor vehicles across the present crossing compared to that which must be expected after the realignment of the highway approaching the proposed crossing is in substantial agreement. The average speed over the former crossing is from 30 to a very maximum of 40 miles per hour. Over the relocated crossing it is expected that the highway alignment improvements will permit average speeds of 55 miles per hour or more.

Petitioner and Respondent propose the construction of the crossing and the type of signalization to be installed thereat and the cost of such construction and the procurement of the signalization and the installation thereof and the cost of maintenance of the crossing and the signalization based on the pleadings and the record be as follows:

Petitioner at its own cost and expense, except as otherwise hereinafter provided, will:

(a) Prepare plans, specifications and award the contract or contracts for the construction of the highway and compensate the contractor or contractors for the construction of the proposed crossing.

(b) Make reimbursement for the installation by the railroad of all things to be done by the railroad in connection with the construction of the highway, except as to things hereinafter stated as "Respondent will at its own cost and expense."

(c) Install asphaltic concrete surfacing to the crossing which will be located at Highway Station 1430+00.50 P.O.S. = Railroad Station 2708+79.1 P.O.T.

(d) Install and maintain an 18-inch culvert beneath the highway on each side of the tracks.

Railroad, subject to reimbursement by Petitioner unless otherwise hereinafter provided, will:

(a) Relay presently existing 90 pound running rails with heavier running rails in accordance with standards presently applied by Respondent.

(b) Furnish and install two Commissioner's Standard No. 2-B Flashing Light Signals equipped with gongs and an auxilliary set of flashing lights on the mast, to be located at appropriate locations along the highway on each side of the crossing, except said Respondent will bear 10% of the actual cost of installing said flashing light signals.

(c) Rearrange railroad right-of-way fences to conform to the new construction.

(d) Make such rearrangements of communication lines as may be required.

(e) Salvage two cattle guards from their existing positions on each side of the crossing and reinstall same at similar locations on each side of the proposed crossing.

(f) Provide and install preservative treated ties and ballast on and along the portion of the track to be covered by the highway roadway and provide adequate headers or guard rails for the retention of the highway pavement for a width, when measured along the centerline of the track, of 110 feet and prepare the surface for an acceptance of asphaltic concrete pavement.

(g) Provide such watchmen and flagmen as may be necessary to protect traffic upon the railroad during the period of the construction of the crossing.

(h) Provide the necessary engineering and inspection service, as made necessary by the project.

Respondent will at its own cost and expense:

(a) Maintain the tracks, ties, ballast, cattle guards, fences and other railroad facilities after construction of the crossing.

No objections are made to the foregoing proposals as to the method and manner of the construction of the crossing and the type of signalization proposed. Such proposals are approved. No objections are made to the division of expenses with relation to the construction of the crossing, the procurement of automatic signals and their installation and for the maintenance of the crossing.

They are approved as just and reasonable under the circumstances.

Petitioner and Respondent disagree, however, as to the bearing of costs with relation to the maintenance of the Standard No. 2-B Flashing Light Signals (with gongs and auxiliary sets of flashing lights) as agreed to be installed at the crossing. Petitioner proposes that Respondent bear the entire cost of maintenance of the subject signals. Respondent proposes that Petitioner reimburse it for the maintenance of the signal devices after installation. This issue must be determined herein.

The principal area of benefit to Respondents resulting from the improved signalization proposed is that pertaining to limitations of liability for grade crossing accidents. Respondents readily admit that signalization is desirable and undoubtedly necessary because of the improved highway realignment and resultant increase of motor vehicular speeds to be expected over the proposed crossing. However, they assert that some admitted increase of vehicular traffic on the Wallowa Lake Highway, even if it continues to gradually increase, is offset by the decreasing number of Respondents' weekly trains and that such decrease may be expected to continue if the same trend of the past three years is experienced in the volume of Respondents' freight traffic. It cannot be found, however, that such experience necessarily controls future traffic conditions in an area in which future prospects for population growth and economic development are not shown to be unlikely.

In respect to the question of maintenance cost responsibility, the question is: Does the benefit of the signalication at the proposed crossing more than offset all of the adverse aspects of the condition of the former nonsignalized crossing? Precise determination of this question obviously would require a record of experience not now available. It cannot, however, be found from Respondents' proof that any thing but substantial benefit will result to Respondents on the basis of benefits against possible crossing accident liability. Respondent should maintain the permanent automatic warning signals after installation at its sole expense.

Respondent, for reasons beyond its control, will be unable to procure and install the permanent signalization facilities herein described for a period which might exceed one year. From time to time proposals were made by Petitioner and Respondent concerning placement of temporary crossing protection as a condition of Respondent granting Petitioner rights-of-entry for purpose of crossing construction and opening the

completed crossing to public use. Proposals and counter proposals by cross correspondence between Petitioner and Respondent are part of the files herein and are incorporated into the record. This correspondence together with stipulations entered at pretrial on August 26, 1966, constitute the basis for right-of-entry and for the installation of temporary crossing protection until such time as permanent protective signalization can be secured and installed. There has been installed or is being installed the following described signals and warning signs as temporary crossing protection:

(1) One Commissioner's Standard No. 1-R Cross Buck (reflectorized) appropriately located on each side of the track.

(2) One 12-inch diameter round amber, electrified flashing light signal placed on each side of the track 300 feet from the center thereof with a 48-inch by 48-inch diamond shaped "Slow" sign suspended beneath each of said flashing lights.

(3) One 48-inch square 35 MPH speed reflectorized sign on each side of the track at a distance of 500 feet from the center thereof.

(4) One 48-inch diameter round advance warning sign on each side of the track at a distance of 700 feet from the center thereof.

The above temporary crossing protection is to be installed and maintained by Petitioner at its cost and expense. The above protection is adequate for the protection of the public as a temporary measure and is approved.

From the foregoing it is concluded that the proposed crossing at grade and the abolishment of an existing crossing is required in the interest of public safety, convenience and general welfare. Permission for the construction of the new proposed crossing and the abolishment of existing crossing No. 2G-72.4 should be granted upon the terms and conditions hereinafter set forth; it is therefore

ORDERED that the Petition of the State of Oregon by and through its State Highway Commission for authority to construct a crossing at grade and abolish an existing crossing

at grade, both with the tracks and right-of-way of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, be and the same hereby is granted under the following terms and conditions:

1. Construction shall be done in a good and workmanlike manner in accordance with accepted engineering practice and in conformity as to location, grade, elevation and general design shown on the engineering drawing submitted with the Petition.

2. Respondent (Railroad) shall furnish and install two Commissioner's Standard No. 2-B Flashing Light Signals equipped with gongs and an auxilliary set of flashing lights on the mast at appropriate locations along the highway on each side of the crossing as permanent protection thereat.

3. Construction of the crossing and the installation of permanent signalization, and the cost of construction and the installation of signals and the cost of maintenance of such crossing and signalization shall be borne in accordance with the findings of the Commissioner hereinabove made.

4. Petitioner shall, at its own cost and expense, furnish and provide the temporary crossing protection, pending installation of permanent signalization, in accordance with the findings of the Commissioner hereinabove made.

5. After completion of the crossing and installation of temporary signals and warning signs as herein authorized, Petitioner shall close crossing No. 2G-72.4, fence the right-of-way and remove existing warning signs.

6. Petitioner shall notify the Commissioner at such time Crossing No. 2G-72.4 is closed and warning signs are removed; and it is further

ORDERED that the designation 2G-72.5 be assigned to and maintained at the crossing authorized herein as a means of identification in the Commissioner's Catalog of Railroad Crossings in Oregon; and it is further

ORDERED that upon receipt of the notification as to the closing of Crossing No. 2G-72.4, as above provided, such designation shall be stricken from the Commissioner's Catalog of Railroad Crossings in Oregon.

Made, entered and effective this 9th day of January, 1967.

Joel Ackill
Public Utility Commissioner

(SEAL)

RECEIVED
JAN 13 1967
FOR FILING

33-1114
6843

December 20, 1966

Wallowa County Court
101 S. River Street
Enterprise, Oregon

Gentlemen:

Some time ago you indicated that you would like to acquire for one of your county roads an 80-foot steel pony truss on the Wallowa Lake Highway which is being replaced under our Contract No. 6843.

The Highway Commission at its meeting yesterday approved transfer of the old truss to the County without cost. This action was taken with the understanding that the County would remove the old bridge.

For further details concerning the bridge and its removal, please contact Mr. A. F. Parson, Division Engineer, P.O. Box 850, La Grande, 97850.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

cc R. L. Porter
Tom Edwards
Victor D. Wolfe
I. D. Merchant
L. H. Young
C. H. Maison
A. F. Parson

RECEIVED
DEC 8 - 1966
FOR FILING

32-1114

6843

December 7, 1966

Oregon State Highway Commission

Gentlemen:

We have replaced an outdated structure containing an 80-foot steel pony truss on the Wallowa Lake Highway in Wallowa County, Contract No. 6843. This truss is not suitable for use on the state highway system and is considered surplus.

Wallowa County has shown an interest in acquiring the truss for reuse on one of its county roads and has made an offer to remove the old bridge at no cost to the State, salvaging the truss for reuse in the process.

The structure being replaced was built in 1922 under contract, with Wallowa County Court as the contractor. Financial records of the Department show that the State contributed 6 percent, Wallowa County 45 percent, and the Federal Government 49 percent of the cost of the original construction.

Considering the County's offer to remove the old bridge and its contribution to the construction of the old bridge, I recommend the old truss be turned over to Wallowa County at no cost.

This matter will be on the agenda for your consideration at the December 19 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
Victor D. Wolfe
I. D. Merchant
L. H. Young
C. H. Maison
A. F. Parson

CAG:jf bg

RECEIVED
OCT 31 1966
FOR FILING

52-1114
1411

October 28, 1966

H.W. English, Inc.
P.O. Box 185
Hood River, Oregon 97031

Gentlemen:

Thank you for your letter of October 25 stating that Arthur Simonsen and Company, Inc., has paid in full for the purchase of explosives.

This appears to be in connection with R.L. Coats, Contract No. 6843, for grading, paving, and structure on the Wallowa River Bridge on the Wallowa Lake Highway in Wallowa County.

Our records indicate that this claim was in the amount of $620.09 plus interest.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc R.L. Coats
General Insurance Company of America
C.A. Tomassene & Sons

Glenn Jackson
David B. Simpson

CWH:fkn

NOTED ON CARD

Oct. 25, 1966

H. W. English, Inc.
P.O. Box 185,
Hood River, Oregon. 97031

Oregon State Highway Dept.,
Contracting Division,
Salem, Oregon. ~~97301~~ 97310

Gentlemen:

This is to notify you that Mr Arthur Simonsen of Arthur Simonsen & Company, Inc., has paid us in full for explosives purchased from us by Stephen F. Draper on Contract # 6786 and Contract # 6843.

Copies of these statements were mailed to you Oct. 19, 1966.

Very Truly Yours,

H. W. English, Inc.

Teresa Beers

Teresa Beers
Secretary.

MTB:

RECEIVED
OCT 26 1966
STATE HIGHWAY COMMISSION

FORM E-122X 50M 7-66

RECEIVED
OCT 27 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
OCT 27 8 00 AM '66
TOM McCALL
SECRETARY OF STATE

Claim Filed 4227

FILED
OCT 27 1966
TOM McCALL
SECRETARY OF STATE

22-1114

6843

October 24, 1966

[illegible], Inc.
[illegible]
[illegible] River, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of October 19 stating that you have delivered drawings to the Willow River U. S. 20 Bridge amounting to $800.00, plus interest.

This appears to be in connection with the W. L. Coats Contract No. [illegible] for grading, paving, and structure on the Willow River (U.S. 20) bridge location of the Willow Lake Bypass in Willow County.

The General Insurance Company of America through J. A. Tomasene & Sons, 1200 Lewis Building, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. We will advise them of the receipt of your letter and we will also forward it to the Secretary of State for filing. The State does not make payment of claims but looks to the prime contractor and surety for such payment.

Please let us know, when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

[illegible], Secretary
[illegible] Board [illegible]

cc: General Insurance Company of America
J. A. Tomasene & Sons
R. A. Coats
Mr. Glenn L. Jackson
Mr. David B. Simpson
Hon. Tom McCall

Please acknowledge receipt of this claim on the enclosed copy of your letter.

NOTED ON CARD

RECEIVED
OCT 28 1966
SECRETARY OF STATE

H. W. English, Inc.
P.O. Box 185,
Hood River, Oregon.

Oct. 19, 1966

Statement of:
Explosives delivered to Stephen F. Draper
Location - Wallowa River Mile Post 60 Bridge
Job # 6843
Subcontractor - Art Simonson
Prime Contractor - R. L. Coats

| DATE | Amt. of Delivery | Interest | Balance Due |
|---|---|---|---|
| Aug. 6, 1966 | $ 615.47 | | $ 615.47 |
| Sept. 30 | | $ 4.62 | $ 620.09 |

Our interest is 3/4% per month on all accounts over 30 days. We have charged the interest up to Sept. 30, 1966 on the above statement, and it will be added each month.

CC to: R. L. Coats
Art Simonson
Stephen F. Draper

RECEIVED
OCT 2 1966

FORM E-125X 50M 4-66

RECEIVED
SEP 14 1966
OFFICE OF STATE HIGHWAY ENGR.

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

32-1114

6.4.2

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 13, 1966

Union Pacific Railroad Company
2525 No. Larrabee Avenue
Portland, Oregon 97227

Attention: Mr. W. G. Johnson
Superintendent

Re: BXF-352; PUX 595
Your File: D 323 - 1 - 60
Highway G-Xing approximately 4 miles westerly of Enterprise
OWRR & N. Co.; UPRR Co.
Wallowa County

Dear Mr. Johnson:

Enclosed herewith is the carbon copy of the permit of entry dated September 7, 1966, and the carbon copy of the amendatory letter of September 12, 1966; both of which have been approved by F. B. Klaboe, State Highway Engineer.

Thank you very much for your cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Encls.

cc: Frank C. McKinney
F. B. Klaboe
T. W. Litchfield

RECEIVED
SEP 14 1966
OFFICE OF
STATE HIGHWAY ENGR.

RECEIVED
SEP 14 1966

Form E-20 (Rev. 6-65) SP*23401.734

FOR FILING
-2-1114
6843

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1966

1024 To: Mr. F. B. Klaboe
Asst. State Highway Engineer

B u i l d i n g

SUBJECT: SXF-352; PUX 595
Highway G-Xing approximately 4 miles westerly of Enterprise
OWRR & N. Co.; UPRR Co.
Wallowa County

L

We have reviewed the original permit of entry dated September 7, 1966, as amended by a letter of September 12, 1966, and find that they are satisfactory. Therefore, it would be in order to sign the carbon copy of the permit of entry of September 7, and the carbon copy of the letter of September 12, and returning both to the Railroad.

As soon as these have been signed we may then notify the resident engineer that the contractor may enter upon the property.

In the meantime, I will send Xeroxed copies of the Permit of Entry of September 7, and the amendment of September 12, to the Public Utility Commissioner.

Jack L. Sollis
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Encls.

cc: G. E. Rohde
Frank C. McKinney

NOTED
F. B. KLABOE

Signed copies returned to the Railroad by Sollis 9-13-66

# UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
LAW DEPARTMENT

September 12, 1966

RANDALL B. KESTER
GENERAL SOLICITOR

SAMUEL B. STEWART
JOHN A. REULING, JR.
JOHN F. WEISSER, JR.
GENERAL ATTORNEYS

L. JAMES BERGMANN
ATTORNEY

727 PITTOCK BLOCK
PORTLAND, OREGON 97205

227-7771

7268

RECEIVED
SEP 13 1966
LEGAL & RIGHT OF WAY

Mr. Jonel C. Hill
Public Utility Commissioner
of Oregon
Public Service Building
Salem, Oregon

Attention: Mr. Don Haakenson

Dear Mr. Hill:

Re: SXF-352; highway crossing approximately 4 miles west of Enterprise.

Please refer to previous correspondence concerning this matter, and in particular to discussions and correspondence concerning protection for the proposed crossing during the period prior to availability of automatic crossing signals.

The respondents Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company now advise you that they are willing to accept the applicant's proposal for interim protection of the crossing by advance warning signs, speed limit signs, and an oversized yellow caution light facing each direction of traffic, in lieu of advancing warning signs, stop signs, and flashing red stop lights; provided, however, that the posted speed over the crossing be limited to 25 miles per hour, instead of the suggested 35 miles per hour. We note that speeds over the existing crossing are limited by indicated speed signs and sharp curves to 25 miles per hour.

Two copies of this letter are being furnished to the applicant, and this may be considered an amendment to the terms of the permit of entry letter dated September 7, furnished to the State Highway Engineer by our Division Superintendent. It is understood, of course, that all costs of such temporary protection are to be borne by the applicant. It is further understood that although the consent

of the Public Utility Commissioner is required before the new crossing may be opened to the public, the permit of entry letter is nevertheless effective immediately upon its acceptance. If satisfactory will Mr. Sollis please arrange to have the acceptance copy of this letter signed and returned to our Division Superintendent together with the acceptance copy of the original permit of entry.

We trust that this will permit the Commissioner to enter an order at this time, without hearing, covering all aspects of the crossing except the allocation of costs of maintenance of the permanent automatic signal installation, or to set the matter for early hearing.

Yours very truly,

RANDALL B. KESTER

Original Signed by
By John A. Reuling, Jr.

JAR:gd

cc: Mr. Jack L. Sollis (2)
Utilities & Railroad Attorney
State Highway Department
Salem, Oregon 97310

# UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

SEPTEMBER 7, 1966

File Ref. D 323 - 1 - 60

Mr. Forrest Cooper,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. F. B. Klaboe,
Asst. State Highway Engineer

Dear Sir:

Wallowa River (MP 60) Bridge Section,
Wallowa Lake Highway, Wallowa County

Referring to your letter of August 9, 1966 requesting permit of entry so work on the above-captioned highway project may be progressed on Union Pacific Railroad Company right-of-way pending settlement of issues before the Public Utility Commissioner in connection with a proposed vehicular grade crossing at MP 72.44 on our Joseph Branch involved in the project:

As requested, the State is hereby authorized to enter upon Railroad right-of-way to perform necessary work on the following basis:

1. The State and its Contractors will do their work in accordance with specifications and plans approved by the Railroad's Chief Engineer and in accordance with Highway Department Drawing 21357, last revised May 16, 1966.

2. Subject to full reimbursement by the State of Oregon, the Railroad will provide engineering, inspection, roadway watchman, flagging and other necessary protective services as needed to protect Railroad property and operations; salvage two existing cattle guards from the existing nearby highway crossing and reinstall at similar locations on each side of the new crossing proposed at Railroad MP 72.44; rearrange Railroad right-of-way fences

to conform to the new construction; rearrange communication lines as may be required; relay the Railroad's present 90# running rail with heavier rail throughout the new crossing; provide and install new crossties and ballast throughout the crossing area; provide adequate headers or guard rails for retention of highway pavement for the crossing which will be 112 feet wide when measured along center line of track and prepare the area for acceptance of an asphaltic concrete pavement.

3. Also subject to reimbursement of 90% of the Railroad's cost by the State, the Railroad will make a permanent installstion of two standard No. 2B (Cantilever type) flashing-light crossing signals to protect the crossing.

4. Subject to written consent of the Oregon Public Utility Commissioner (but not necessarily to issuance of a final Order) the State may open the new highway crossing to public travel pending final PUC's Order and installation of permanent automatic crossing signals with the crossing protected temporarily with reflectorized crossbucks, 30-inch diameter "STOP" signs, flashing red beacons and "STOP AHEAD" signs for which the State agrees to pay the entire cost of installing, maintaining and removing same.

5. The State will execute the Railroad's usual form of highway agreement which among other things will require the State and its Contractors to abide by the Railroad's safety provisions; furnish in satisfactory form, prior to construction, PL and PD insurance with maximum limits of $250,000/500,000 in each category; reimburse Railroad costs in line with above items 2 and 3, and require the State to perform its construction in accordance with plans approved by the Railroad's Chief Engineer.

6. The State and its Contractors will assume all liability for which they may be legally obligated in connection with the project.

7. Allocation of cost of maintaining the permanent crossing signals after installation will be in accordance

#3
Mr. Forrest Cooper

Sept. 7, 1966

with terms of future agreement between the Railroad and State of Oregon or PUC's Order.

Providing the foregoing conditions are satisfactory, will you kindly indicate your concurrence and acceptance by signing and dating the attached carbon copy of this letter as indicated below and return to me for my records.

Yours very truly,

W. B. Johnson

9-13-66

Approved

J. S. Klobe

Asst. State Hwy. Engr.

RECEIVED
SEP - 9 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 13 1966
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
32-1114
6443

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 7, 1966

Mr. James E. Singleton
Director - Transportation
Public Utility Commissioner
200 Public Service Building
Salem, Oregon 97310

Re: Your File SXF-352
Our File Pux 595
Highway G-Xing approximately 4 miles westerly of Enterprise
OWRR & N. Co.; UPRR Co.
Wallowa County

Dear Mr. Singleton:

The Union Pacific Railroad Company in a recent letter concerning SXF-352 stated the opinion that stop signs should be installed at the new crossings. The stoppage of highway traffic at all times in a rural location has been found to produce a condition of extreme hazard. Accident records indicate that stopping of high speed traffic on a continuous basis produces the worst possible potential rear-end collision hazard. It is not in the best interest of the driver to require a stop at all times at this new grade crossing.

The advance warning signs proposed, together with the posted speed of 35 MPH, should adequately control approaching traffic. In order to provide the safest possible crossing conditions, we will also propose, in addition to the signs already outlined, an oversized flashing yellow caution light facing each direction of traffic at an appropriate location. The flashing yellow light, working together with the signs, will produce the safest possible conditions for the driver as well as producing good observance of the railroad crossing.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja

cc: F. B. Klaboe
F. B. Crandall
L. E. George
T. W. Litchfield
Mr. John A. Reuling, Jr.
727 Pittock Block
Portland, Oregon 97205
Mr. W. G. Johnson
2525 N. Larrabee St.
Portland, Oregon 97227

RECEIVED
SEP 8 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 10 1966
FOR FILING
32-1114
6843

August 9, 1966

Mr. W. G. Johnson, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland, Oregon 97227

Re: PUK 595; SXF-352
Highway G-Xing
OWRR & N. Co.; UPRR Co.
Wallowa County

Dear Mr. Johnson:

The hearing on this crossing is set for August 23, 1966, in Enterprise. We presently have a contractor working in the area and would like him to be able to work on the railroad right of way as soon as possible.

The completion date for the contract is December 12, 1966.

The only real issue in the PUC hearing is who should pay for maintaining the signals we have requested. I understand that you will not have materials available for from 6 to 9 months with which to install the signals anyway so the work would not be done until next Spring anyhow.

We would appreciate a permit of entry as soon as the hearing is over so that our contractor can commence working on the railroad right of way by September 1, so that he can complete his contract on schedule.

I would appreciate hearing from you as soon as possible regarding this request.

Very truly yours,

FORREST COOPER
State Highway Engineer

By
F. B. KLABOE
Asst. State Highway Engineer

FBK:JLS:ja

cc: G. E. Rohde
Jack L. Sollis
Forrest Cooper
R. L. Porter
T. W. Litchfield

RECEIVED
JUL 29 1966
FOR FILING

32-1114

BEFORE THE PUBLIC UTILITY COMMISSIONER
OF OREGON.

No. SXF-352

7/26/66

RECEIVED
JUL 27 1966
LEGAL & RIGHT OF WAY

To— Mr. G. E. Rohde, Chief Counsel
Oregon State Highway Commission
State Highway Building
Salem, Oregon

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct a Highway Grade Crossing over the tracks and right of way of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, approximately four (4) miles westerly of the City of Enterprise in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 30, Township 1 South, Range 44 East, Willamette Meridian.

R. L. PORTER

NOTICE OF HEARING

Pwl 595

The above entitled matter has been assigned for hearing

At: Court Room, County Court House, Enterprise, Oregon

On: Tuesday, August 23, 1966 ; at the hour of 9:30 A.M.

Please acknowledge receipt of this notice on the enclosed form and mail to the Public Utility Commissioner, Salem, Oregon 97310.

PUBLIC UTILITY COMMISSIONER
OF OREGON

RECEIVED
JUL 28 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Mailed at Salem, Oregon 97310
July 26, 1966
TRANSP. SERVICES

Form PUC 16-115J

FORM 51 SEE ... FOR ...
RECEIVED
JUL 26 1966
COMMISSIONERS FOR FILING
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
33-1114
1143

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 22, 1966

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

ATTENTION: Mr. W. G. Johnson

Re: Maintenance of Grade Crossing Signals
Wallowa River (M.P. 60) Bridge
Wallowa Lake Highway - Wallowa County
Contract No. 6843
Pux 595:SXF-352
YOUR FILE: D 323 - 1 - 60

Gentlemen:

This is in reply to your letter dated July 20, 1966 concerning the above-captioned subject.

This is to advise that the State is not willing to alter its position from that set forth in paragraph 6 of our Reply to your Answer of the above-captioned Application to the Public Utility Commissioner. This Reply was dated May 20, 1966 and was submitted to the Public Utility Commissioner with our Mr. Sollis' letter of May 23, 1966.

In other words, the State is not willing to assume any maintenance costs on the proposed crossing signals at the above-captioned location.

Very truly yours,

NOTED
R. L. PORTER

F. D. Morgan
Construction Engineer

ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

cc: R. L. Porter (w/copy of UPRR letter)
" " "
F. B. Klaboe " "
G. E. Rohde " "
A. F. Parson " "
J. C. Hiatt " "
J. W. Valentine " "

RECEIVED

# UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

DEPARTMENT OF OPERATION

W. G. JOHNSON
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND, OREGON 97227

JULY 20, 1966

File Ref. D 323 - 1 - 60

Routing E

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

RECEIVED
JUL 22 1966
CONSTRUCTION DIVISION

Morelock
Trout
Scott
Wills
Litchfield
Olson

Mr. F. D. Morgan,
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

Atten: Mr. T. W. Litchfield,
Utilities Liaison Engineer

Dear Sir:

Referring to the State's project for improving the Wallowa Lake Highway between Lostine and Enterprise, involving a proposed crossing over Union Pacific Railroad Company's Joseph Branch at Railroad MP 72.44:

In line with discussion between your and my office several days ago, will appreciate being advised as to whether the Highway Department is willing to assume maintenance cost on crossing signals proposed by the State in its application to the Public Utility Commissioner for permission to construct the crossing.

Very truly yours,

W. G. Johnson

RECEIVED
JUN 1 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FINDLEY
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

6842

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 25, 1966

Mr. R. L. Costa
1270 Truxton Avenue
Bend, Oregon

Dear Mr. Costa:

The State Highway Commission on May 23, 1966, awarded to you State Highway Contract No. 6842 for the following project:

Wallowa River (M.P. 69) Bridge Section of the Wallowa Lake Highway in Wallowa County.

This award was based on your bid of $221,587.00 which was submitted to the Commission on May 19, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Frank Morgan
L. H. Young
C. D. Matthis (HIAC)
I. D. Merchant

RECEIVED
MAY 23 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

52-1114
6843

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 19, 1966

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

Re: Corrected PUC Map
Wallowa River (M.P. 60) Bridge Section
Wallowa Lake Highway - Wallowa County
YOUR FILE: D 323 - 1 - 60

ATTENTION: Mr. W. G. Johnson

Gentlemen:

Herewith you will find four (4) prints of our Drawing No. 21357 as revised on May 16, 1966 to show the following corrections:

(1) The bearing of the railroad has been changed from South 87° 20' East to North 87° 02' 30" East.

(2) The angle of intersection has been changed from 31° 55' 30" to 31° 31' 04" tangent to tangent.

(3) The highway stationing on the equation of intersection has been changed from $L^2$ 1430+00.50 POS to $L^2$ 1430+00.94 POS.

Please replace the drawing submitted to you on February 25, 1966 with these drawings.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
F. B. KLABOE

TWL:bjm
encs.

cc: F. B. Klaboe
Jack Sollis

RECEIVED
STATE HIGHWAY

Commissioners
Pat Metke, Bend
E. C. Hammitt
Wayne E. Phillips, Baker
Vice-Chairman
John P. Amacher, Winchester
Elmer Greenough, Coquille
Joseph W. Smith, Klamath Falls

FILING
MAY 19 1966
22-1114
C-43

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

RECEIVED
FEB 28 1966
CONSTRUCTION
DIVISION

Routing
Please
Morelock
Trout
Scott
Wirfs
Litchfield
Olson

February 25, 1966

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

This is in reply to a portion of your letter of January 20, 1966; specifically regarding Wallowa River (M. P. 60) Bridge Section. We replied on February 11, 1966 regarding four other projects which were included in the same letter.

Our regional people met with Mr. Jack Hyatt, and discussed aspects of fish resource protection on these projects.

2-28-66
Copies to:
F.B. Klaboe
L.H. Young
Frank Hall
T. C. Roake
J. E. Morelock
A. F. Parson (2)

fp

We would appreciate consideration of the following recommendations.

1. Bridge and channel construction to be completed prior to entry of water into the new channel.

2. Vehicles should not be permitted to ford the Wallowa River at any time.

3. Sump pump water to be cleaned by filtration on an open field before returning to the stream.

4. Boulders of a size at least three times that of channel bottom material, to be placed in the new channel after construction but prior to water entry. The number and location of boulders to be determined after excavation.

Our district fishery biologist, Mr. Ken Witty(Enterprise 426-3279), will be available for consultation regarding the boulder placement, and for any other details in regard to the above recommendations.

We appreciate being able to make recommendations on this construction. Your consideration of protection measures as outlined above is much appreciated.

REFERRED TO
Morelock.
By Construction Engineer

Very truly yours,
P. W. SCHNEIDER
DIRECTOR
By R. O. Koski
R. O. Koski
Chief of Liberations

ROK/dm
cc: Director OFC

RECEIVED
FEB 25 1966
FOR FILING

COMMISSIONERS:
HERMAN F. MEIER, JR., CHAIRMAN, BEAVERTON
EDW. G. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

32-1114

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

February 18, 1966

RECEIVED
FEB 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

NOTED
F. B. KLABOE

Attention Mr. F. D. Morgan

Dear Mr. Cooper:

We are replying to your letters of January 19 and 31, 1966 which transmitted prospectuses for the following projects:

Wallowa River (M. P. 60) Bridge Section, Wallowa Lake Highway, Wallowa County

Santiam River Safety Rest Area, Pacific Highway, Marion County

We anticipate no fishery conflicts with the above projects, however we ask that the revetment work in the Santiam River be done as late after June 1 as possible.

Your favorable consideration regarding this matter will be appreciated.

Sincerely,

Edw. K. Neubauer

EDW. K. NEUBAUER
DIRECTOR OF ENGINEERING

cc: Oregon State Game Commission

2-24-66 Copies to:
F. B. Klaboe
L. H. Young
Frank Hall (2)
T. C. Roake
J. E. Morelock
R. D. Asburry (2)
A. F. Parson (2)

fp

Routing
Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan
Morelock
Trout
Scott
Wilt
Litchfield
Olson
RECEIVED
FEB 21 1966
CONSTRUCTION
DIVISION

RECEIVED
FEB 23 1966
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

32-1114
6842

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

February 18, 1966

Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon 97227

Re: PUC Application for Grade Crossing
Wallowa River (M.P. 60) Bridge Section
Wallowa Lake Highway
Wallowa County

ATTENTION: Mr. W. G. Johnson

Gentlemen:

Herewith for your review and comment you will find four (4) preliminary copies of our Application to the Public Utility Commissioner for a grade crossing at the above-captioned location.

These are submitted to you as agreed by Mr. Tabor of your office and the undersigned in an effort to expedite the applications for grade crossings to the PUC.

Please indicate any change you require on one copy of this Application and return it to this office. This will not be submitted to the PUC until we have received your reply. Inasmuch as we intend to open bids for this project on April 28, 1966, we will appreciate your prompt attention to this matter.

Very truly yours,

F. D. Morgan
Construction Engineer

NOTED
F. B. KLABOE

ORIGINAL SIGNED BY
By T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

TWL:bjm

encs.

cc: F. B. Klaboe
A. F. Parson
J. W. Valentine

RECEIVED
FEB 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-SOX—50M—1-66 SP°19102-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 11, 1966

To: Mr. G. E. Rohde
Chief Counsel
BUILDING

ATTENTION: Mr. Jack Sollis

SUBJECT: FUC Application for Grade Crossing
Near Enterprise
Wallowa River Bridge Section
Wallowa Lake Highway
Wallowa County

NOTED
F. B. KLABOE

The reconstruction of the Wallowa Lake Highway approximately four (4) miles westerly of the City of Enterprise will require the abandonment of the existing highway grade crossing and the construction of a new crossing at grade of the Joseph Branch track of the Union Pacific Railroad Company.

Attached you will find 12 prints of our Drawing No. 21357 dated November, 1963, showing the plan, profile and vicinity map of this grade crossing.

At the point of the proposed grade crossing, the highway will be composed of two 12-foot travel lanes with 12-foot stopping lanes and 4-foot paved shoulders. The proposed crossing is located in the SW 1/4 of the NW 1/4 of Section 30, Township 1 South, Range 44 East, W.M. The centerline of the proposed highway intersects the existing track at Highway Station "$L^2$" 1430+00.50 Point on Spiral = Railroad Station 2708+79.1 Point on Tangent. The tangent of the highway alignment projected intersects the track at an angle of $31^{\circ}$ 55' 30" in the northeast quadrant.

The proposed highway crosses the tracks an ascending grade of 0.775% from west to east. Approximately 200 feet easterly of the crossing the grade increases to an ascending grade of 1.565%.

The proposed construction is in conformance with our standards for a Class "C" highway. The 1964 ADT at this point is 1,250 vehicles per day and it is projected to increase to 1,750 in 1984. There is an average of 12 freight train movements per week at a maximum speed of 25 miles-per-hour through this area.

The proposed construction will eliminate the existing grade crossing, which is located approximately 420 feet westerly of the proposed grade crossing when measured along the centerline of the railroad tracks.

This project will be a State project and will be financed entirely with State Highway funds. Inasmuch as the existing crossing is protected by Commissioner's Standard No. 1 crossbucks, the State will ask the railroad to contribute 10% of the cost of the installation of flashing light signals at the new crossing. The railroad will be reimbursed for all other expenses made necessary by this construction in accordance with PPM 30-3 and all supplements thereto.

The sight distances approaching the proposed crossing are as follows:

From a point on the proposed highway
500 feet westerly of the crossing (Point A)

West - 1,350 feet
East - 380 feet

From a point on the proposed highway
500 feet easterly of the crossing (Point D)

West - 1,060 feet
East - 1,120 feet

From a point on the proposed highway
50 feet westerly of the crossing (Point B)

West - 1,020 feet
East - 1,000 feet

From a point on the proposed highway
50 feet easterly of the crossing (Point C)

West - 920 feet
East - 1,000 feet

It will be necessary to install warning signals at the crossing and it is proposed that two PUC Standard No. 2B Flashing Light Signals with Gongs and an auxiliary set of flashing lights on the mast be installed.

In the construction of this project, it is proposed the work be allocated in the following manner:

1. THINGS TO BE DONE BY THE RAILROAD SUBJECT TO REIMBURSEMENT BY THE STATE:

(a) Furnish and install two Commissioner's Standard No. 2B Flashing Light Signals equipped with gongs and an auxiliary set of flashing lights on the mast, which shall be located at an appropriate location along the highway on each side of the railroad track.

(b) Salvage two cattle guards from their existing positions on each side of the existing crossing and reinstall same at similar locations on each side of the proposed crossing.

(c) Re-arrange railroad right of way fences to conform to the new construction.

(d) Make such re-arrangements of communication lines as may be required.

(e) Provide and install preservative treated ties and ballast on and along the portion of the track to be covered by the highway roadway and provide adequate headers or guard rails for the retention of the highway pavement for a width, when measured along the centerline of the track, of 110 feet and prepare the surface for an acceptance of asphaltic concrete pavement.

(f) Provide such watchmen and flagmen as may be necessary to protect traffic upon the railroad during the period of the construction of the crossing.

2. THINGS TO BE DONE BY THE RAILROAD AT ITS OWN COST AND EXPENSE:

(a) Maintain the railroad tracks, ties, ballast, cattle guards, fences, flashing light signals and other railroad facilities after construction of the crossing.

(b) Bear ten per cent (10%) of the actual cost of installing Commissioner's Standard No. 2B Flashing Light Signals.

3. THINGS TO BE DONE BY THE STATE:

(a) Prepare plans, specifications and award a contract for the construction of the highway.

(b) Except as hereinbefore stated under "THINGS TO BE DONE BY THE RAILROAD COMPANY AT ITS OWN COST AND EXPENSE", reimburse the railroad for necessary expenditures in connection therewith, which reimbursement shall be made in accordance with the accounting practices provided under the terms of Policy and Procedure Memorandum 30-3, issued by the Bureau of Public Roads under date of August 15, 1955, and supplements and amendments thereto.

(c) Install asphaltic concrete surfacing to the crossing which will be located at Highway Station 1430+00.50 P.O.S. = Railroad Station 2708+79.1 P.O.T.

(d) Install and maintain an 18-inch culvert beneath the highway on each side of the tracks.

Please prepare a Petition to the Public Utility Commissioner for a Hearing on this project. Prior to sending the Petition to the Public Utility Commissioner, please send me five copies which I will send to the railroad for their comment. This should eliminate any controversy which has existed in the past concerning the statements in the formal application, and should speed up the total process of obtaining an order from the PUC.

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RMF:bjm
Attachments

cc: R. L. Porter

RECEIVED
FEB 14 1966
OFFICE
STATE ENGINEER

FORM E-123

RECEIVED
MAY 27 1966
FOR FILING

32-1114

6843

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 23, 1966

Mr. Jonel C. Hill
Public Utility Commissioner
200 Public Service Building
Salem, Oregon 97310

Re: Pux 595; SXF-352
Highway G-Xing 4 miles westerly of
City of Enterprise
Union Pacific Railroad Company
Wallowa County

Dear Sir:

Herewith I hand you original and 4 copies of Reply of Applicant Oregon State Highway Commission to Answer of Respondent Railroads, in the above-entitled matter.

Please make proper service.

Very truly yours,

G. E. ROHDE
Chief Counsel

NOTED
F. B. KLABOE

By
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Encls.

cc: R. L. Porter
F. B. Klaboe
F. D. Morgan
A. F. Parson
Ted Litchfield

RECEIVED
MAY 25 1966
OFFICE OF
STATE HIGHWAY ENGINEER

JLS:ja
5-20-66

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

Pux 595

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct a Highway Grade Crossing over the tracks and right of way of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, approximately four (4) miles westerly of the City of Enterprise in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 30, Township 1 South, Range 44 East, Willamette Meridian.

No. SXF-352
REPLY OF
APPLICANT OREGON STATE HIGHWAY COMMISSION
TO ANSWER OF RESPONDENT RAILROADS

For REPLY to the ANSWER of Respondent Railroads, Applicant respectfully admits, denies, alleges and represents to the Commissioner as follows:

I

Applicant denies that portion of paragraph II of Respondent Railroads' Answer which states "subject to the qualification as to Drawing No. 21357 set forth in paragraph IV of this answer".

II

Applicant admits the allegations contained in paragraph III of Respondent Railroads' Answer.

III

Applicant denies that "the tangent of the highway alignment projected intersects the track at an angle of 37° 08' 15" as computed based on bearings for the highway and railroad tangents between curves as shown on applicant's Drawing No. 21357". Applicant further alleges that the figures on Drawing No. 21357 were in error and that the proper figures are on the corrected copy of Drawing No. 21357, attached hereto and by this reference made a part hereof, and that the tangent of the highway alignment to the curve

at the point of intersection of the highway and railroad centerlines intersects with an angle of 31°31'04" in the Northeast Quadrant.

IV

Applicant admits all of paragraph V of Respondent Railroads' Answer. Applicant further alleges that no Federal Aid funds will be used in the construction of this project.

V

Applicant denies that portion of paragraph VI of Respondent Railroads' Answer which states "that construction of the crossing and installation of automatic signals as proposed by applicant is made necessary for the convenience and accommodation of and by reason of the increase in traffic on the highway." Applicant alleges that the average daily traffic count from 1958 through 1965 was approximately 1100 vehicles, and that the average daily traffic count for 1964 was 1250 and for 1965 was only 1100. Applicant further alleges that the installation of said automatic signals is a benefit to the Respondent Railroads by reason of being an additional safety measure.

VI

With respect to paragraph VII of Respondent Railroads' Answer entitled "THINGS TO BE DONE BY APPLICANT", Applicant denies that "(e) Applicant should also reimburse respondents for cost of maintenance of automatic signals." With reference to "THINGS TO BE DONE BY RAILROAD SUBJECT TO REIMBURSEMENT BY APPLICANT", Applicant agrees to the addition to subparagraph (e) as set out in Respondent Railroads' Answer. Applicant denies that 100 foot length of crossing measured along the centerline of the track will be sufficient to allow installation of the highway, and alleges that a length of 112 feet is necessary to allow installation of the highway. Applicant admits that paragraph (g) under "THINGS TO BE DONE BY THE RAILROAD SUBJECT TO REIMBURSEMENT BY APPLICANT" is proper and should be included in any Order of the Commissioner. Applicant denies paragraph (h) under "THINGS TO BE DONE BY RAILROAD SUBJECT TO REIMBURSEMENT BY APPLICANT"

JLS:ja
5-20-66

in paragraph VII of Respondent Railroads' Answer. With respect to "THINGS TO BE DONE BY RAILROAD COMPANY AT ITS OWN COST AND EXPENSE", in paragraph VII of Respondent Railroads' Answer, Applicant denies paragraph (a) thereunder.

WHEREFORE, Applicant prays for entry of an Order in accordance with said Application, Answer and Reply and for such other further Order or Orders as may be just and proper in the premises.

Dated at Salem, Oregon, this 20th day of May, 1966

STATE OF OREGON, by and through
its State Highway Commission
G. E. ROHDE
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By_____
JACK L. SOLLIS
Utilities & Railroad Attorney

STATE OF OREGON )
) ss
County of Marion )

I, F. B. KLABOE, being first duly sworn, say that I am Assistant State Highway Engineer for the Oregon State Highway Commission and that the foregoing Reply is true as I verily believe.

F. B. KLABOE

Subscribed and sworn to before me this 20th day of May, 1966.

JACK L. SOLLIS
Notary Public for Oregon
My commission expires December 19, 1968

I certify that the above is a true and correct copy of the foregoing Reply and the whole thereof.

JACK L. SOLLIS
Utilities & Railroad Attorney

RECEIVED
APR 21 1966
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

Encl
Sweet Xing
Pux 595

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 20, 1966

Mr. Donald Haakenson
Chief Transportation Services
Public Utility Commissioner
Public Service Building
Salem, Oregon 97310

Re: Pux 589; SXF-344
Sweet Home G-Xing Alteration
Linn County

Pux 586; SXF-341
Gardiner Hill O-Xing
Douglas County

Pux 595; SXF-352
Highway G-Xing
Wallowa County

Dear Don:

Enclosed is a copy of a letter from our front office and if there is a strong possibility that we will not be able to get orders by the dates showing in the letter, I would appreciate your letting me know.

Thank you very much for your fine cooperation.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Utilities & Railroad Attorney

NOTED
F. B. KLABOE

JLS:ja
Encl.

cc: F. B. Klaboe
Victor Wolfe
Ivan Merchant
D. J. Barbee

RECEIVED
APR 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 21 1966

FOR FILING

Cymbal
Linda King
1W 3 9S

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 19, 1966

To: Mr. Jack L. Sollis
Utilities & Railroad Attorney
BUILDING

SUBJECT: Sweet Home G-Xing Alteration
Pux 589; SXF-344
Linn County

Gardiner Hill O-Xing
Pux 586; SXF-341
Douglas County

Highway G-Xing
Pux 595; SXF-352
Wallowa County

Your recent letter to Mr. Klaboe on the subject matter has been handed to this office for a reply.

1. Sweet Home Grade Crossing - We should have the PUC on this crossing shortly prior to advertising date or say June 28, 1966.

2. Gardiner Hill Overcrossing - We should have this PUC Order by May 12, 1966.

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Ass't. Construction Engineer

DJB:rw

cc: F. B. Klaboe
Victor Wolfe

NOTED
F.B. KLABOE

RECEIVED
APR 22 1966
SP*23401.734

Const
Trade Eng
Pux 595

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 12, 1966

To: Mr. F. B. Klaboe
Asst. State Highway Engineer

B u i l d i n g

SUBJECT: Sweet Home G-Xing Alteration
Pux 589; SXF-344
Linn County

Gardiner Hill O-Xing
Pux 586; SXF-341
Douglas County

Highway G-Xing
Pux 595; SXF-352
Wallowa County

The status of the above public utility commissioner files is as follows:

advertising date

1. Sweet Home Grade Crossing - All interested parties have answered - no objection - and the PUC has been advised that we will need an Order in order to award a contract on this line on July 26.

2. Gardiner Hill Overcrossing - All interested parties have answered - no objection. PUC has been advised that we will need an Order in order to let a contract on June 9.

3. Highway Grade Crossing, 4 miles westerly of Enterprise, Wallowa County - Railroad and Wallowa County were served the copy of the Application April 7, 1966 - no answers received - rules do not require that answers be in before May 7, 1966. It is doubtful whether we can get a PUC Order on this before the middle of June.

I would appreciate being advised on the Sweet Home Grade Crossing and the Gardiner Hill Overcrossing as to the latest date we can receive a PUC Order and still advertise the contract as scheduled.

Jack L. Sollis
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja

cc: G. E. Rohde
Ivan Merchant
Ted Litchfield
F. D. Morgan

Routing
Morgan
Dockor
Bond
Barbee
Walker
Smith
Litchfield
Olson

RECEIVED
APR 14 1966
CONSTRUCTION
STATE HIGHWAY ENG.

FORM E-123

RECEIVED
APR 7 1966
COMMISSIONERS
KENNETH N. FRIDLEY, MEMBER
WASCO
POR
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
April 4, 1966

Mr. Jonel C. Hilt
Public Utility Commissioner
200 Public Service Building
Salem, Oregon 97310

Re: Pux 595 - G-Xing 4 miles westerly of
City of Enterprise
Union Pacific Railroad Company
Wallowa County

Dear Sir:

Herewith I hand you original and 4 copies of application of the State Highway Commission in the above-titled matter.

Two of the copies are for service upon Union Pacific Railroad Company, one copy for service upon Wallowa County and two copies are for use by your office.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
Encls.

cc: R. L. Porter
F. B. Klaboe
F. D. Morgan
A. F. Parson
Ted Litchfield

RECEIVED
APR 4 1966
OFFICE
STATE HIGHWAY

NOTED
R. L. PORTER

JLS:ja
2-18-66

PUX 595

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, for authority to construct a Highway Grade Crossing over the tracks and right of way of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, approximately four (4) miles westerly of the City of Enterprise in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 30, Township 1 South, Range 44 East, Willamette Meridian.

APPLICATION

No._____

Comes now the Applicant State Highway Commission and files its Application in the above-titled matter.

The Applicant herein respectfully represents:

I

That the name and address of your Applicant are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon 97310.

II

That this Application is made under the authority of ORS 366.205 and 763.030.

III

That for the proper service and convenience of the travelling public, Applicant proposes to reconstruct a portion of the Wallowa Lake Highway. Said reconstruction necessitates the abandonment of the existing highway grade crossing and the construction of a new highway grade crossing of the Joseph Branch Track of the Oregon-Washington Railroad & Navigation Company, Lessor, and the Union Pacific Railroad Company, Lessee. The new highway grade crossing and the existing highway grade crossing to be abandoned are shown on Oregon State Highway Department Drawing No. 21357, titled Vicinity Map & Profile, Grade Crossing of Railroad, Lostine-Wallowa River Section, Wallowa Lake Highway, Wallowa County, dated November 1963; said drawing by reference hereto is made a part hereof. The

proposed highway grade crossing constitutes a new highway crossing of an existing railroad, but such construction makes possible the elimination of an existing grade crossing which is located approximately 420 feet westerly of the proposed highway grade crossing, when measured along the centerline of the railroad tracks, and which is identified in the Commissioner's Catalog of Crossings as No. 26-72.4. As the existing grade crossing is protected by Commissioner's Standard No. 1 crossbucks, participation in 10% of the cost of the installation of flashing light signals at the new highway grade crossing is required from the Railroad. The Railroad will be reimbursed for all other expenses made necessary by this construction, in accordance with Policy and Procedure Memorandum No. 30-3, and all supplements thereto.

IV

That upon completion, the estimated annual average daily traffic at this point will be 1250 vehicles per day, and it is projected to increase to 1750 by 1984; that at the site of the proposed crossing there is an average of 12 freight train movements per week at a maximum speed of 25 miles per hour through this area.

V

That at the point of the proposed grade crossing, the highway will be composed of two 12-foot travel lanes with 12-foot stopping lanes and 4-foot paved shoulders. The centerline of the proposed highway intersects the existing track at Highway Station "L2" 1430+00.50 Point on Spiral = Railroad Station 2708+79.1 Point on Tangent. The tangent of the highway alignment projected intersects the track at an angle of 31°55'30" in the northeast quadrant. The proposed highway crosses the tracks an ascending grade of 0.775% from west to east. Approximately 200 feet easterly of the crossing the grade increases to an ascending grade of 1.565%.

VI

That the Oregon-Washington Railroad & Navigation Company and the Union Pacific Railroad Company are the only parties affected by this proposed crossing.

JLS:ja
2-18-66

VII

That this is a state project and will be financed entirely by State Highway Department funds.

VIII

That sight distances approaching the proposed crossing are as follows:

From a point on the proposed highway 500 feet westerly of the crossing (Point A)

West - 1,350 feet
East - 380 feet

From a point on the proposed highway 500 feet easterly of the crossing(Point D)

West - 1,060 feet
East - 1,120 feet

From a point on the proposed highway 50 feet westerly of the crossing (Point B)

West - 1,020 feet
East - 1,000 feet

From a point on the proposed highway 50 feet easterly of the crossing(Point C)

West - 920 feet
East - 1,000 feet

IX

That it will be necessary to install warning signals at the crossing and it is proposed that two Public Utility Commissioner Standard No. 2B Flashing Light Signals with gongs, and an auxiliary set of flashing lights on the mast be installed.

X

That the Applicant proposes that the construction and maintenance of the project be handled and the costs thereof be borne as follows:

THINGS TO BE DONE BY APPLICANT:

(a) Prepare plans, specifications and award a contract for the construction of the highway.

(b) Except as hereinbelow stated under "THINGS TO BE DONE BY THE RAILROAD COMPANY AT ITS OWN COST AND EXPENSE", reimburse the railroad for necessary expenditures in connection therewith, which reimbursement shall be made in accordance with the accounting practices provided under the terms of Policy and Procedure Memorandum 30-3, issued by the Bureau of Public Roads under date of August 15, 1955, and supplements and amendments thereto.

(c) Install asphaltic concrete surfacing to the crossing which will be located at Highway Station 1430+00.50 P.O.S. = Railroad Station 2706+79.1 P.O.T.

(d) Install and maintain an 18-inch culvert beneath the highway on each side of the tracks.

THINGS TO BE DONE BY THE RAILROAD SUBJECT TO REIMBURSEMENT BY THE APPLICANT:

(a) Furnish and install two Commissioner's Standard No. 2B Flashing Light Signals equipped with gongs and an auxiliary set of flashing lights on the mast, which shall be located at an appropriate location along the highway on each side of the railroad track.

(b) Salvage two cattle guards from their existing positions on each side of the existing crossing and reinstall same at similar locations on each side of the proposed crossing.

(c) Re-arrange railroad right of way fences to conform to the new construction.

(d) Make such re-arrangements of communication lines as may be required.

(e) Provide and install preservative treated ties and ballast on and along the portion of the track to be covered by the highway roadway and provide adequate headers or guard rails for the retention of the highway pavement for a width, when measured along the centerline of the track, of 110 feet and prepare the surface for an acceptance of asphaltic concrete pavement.

(f) Provide such watchmen and flagmen as may be necessary to protect traffic upon the railroad during the period of the construction of the crossing.

JLS:ja
2-18-66

THINGS TO BE DONE BY RAILROAD COMPANY AT ITS OWN COST AND EXPENSE:

(a) Maintain the railroad tracks, ties, ballast, cattle guards, fences, flashing light signals and other railroad facilities after construction of the crossing.

(b) Bear ten per cent (10%) of the actual cost of installing Commissioner's Standard No. 2B Flashing Light Signals.

XI

That the proposed crossing is located in the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of Section 30, Township 1 South, Range 44 East, Willamette Meridian, Wallowa County, Oregon.

WHEREFORE, Applicant prays for an order authorizing said construction and the allocation of the costs thereof, in accordance herewith and for such other order or orders as may be proper in the premises.

Dated at Salem, Oregon, this 1st day of February, 1966.

STATE OF OREGON, by and through
its State Highway Commission

G. E. ROHDE

Assistant Attorney General and Chief
Counsel for the State Highway Commission

By_____
JACK L. SOLLIS
Utilities & Railroad Attorney

JLS:ja
2-18-66

STATE OF OREGON )
) ss
County of Marion )

I, F. B. KLABOE, being first duly sworn, say that I am Assistant State Highway Engineer for the Oregon State Highway Commission and that the foregoing Application is true as I verily believe.

F. B. KLABOE

Subscribed and sworn to before me this 1st day of February, 1966.

JACK L. SOLLIS
Notary Public for Oregon
My commission expires December 19, 1968

I certify that the above is a true and correct copy of the foregoing Application and the whole thereof.

JACK L. SOLLIS
Utilities & Railroad Attorney

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
PROJECT BASE DESIGN

Page 1 of 3 Pages

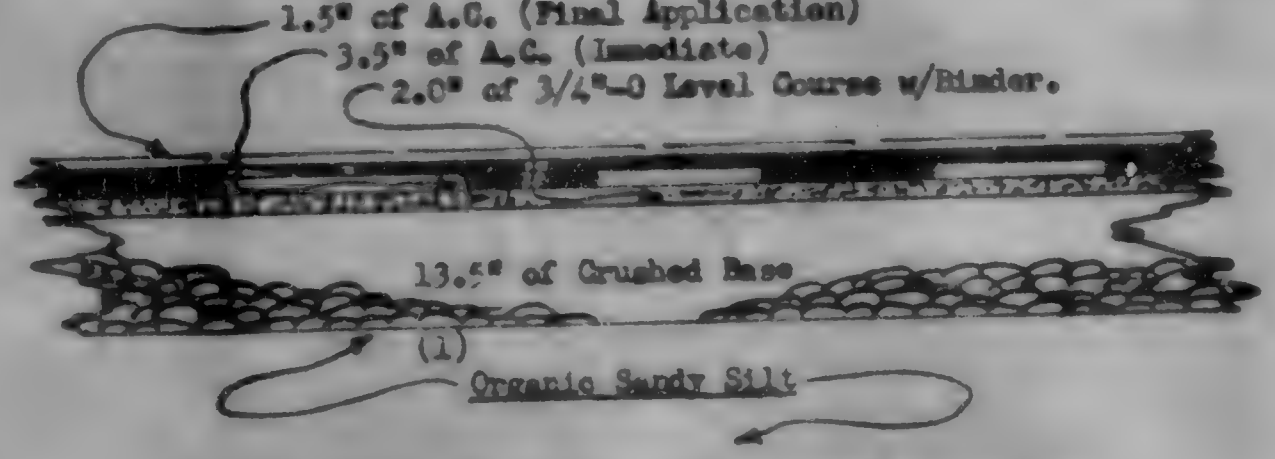
Section WALLOWA RIVER BRIDGE Highway WALLOWA LAKE (FA 7) County WALLOWA

Res. Engr. _____ Approx. Length 0.63 Miles. Sta. 1418+70± to Sta. 1452+00±

Truck A.D.T. 146 Traffic Coefficient 8.5 18 kip s.a. per day 102.4.

Annual Precipitation 14"± Frost Penetration 36"±.

(1)
Typical Soil
56 LL
3 PI
98 %P 10
81 %P200
2 %Gravel
2 %C Sand
15 %F Sand
64 %Silt
17 %Clay
16 "R" Value




| CBE Total Req. | | | |
|---|---|---|---|
| | 3.0 | 1.5 | A.C. |
| | 7.0 | 3.5 | A.C. (I) |
| | 2.0 | 2.0 | Level |
| | 13.5 | 13.5 | Cr. Base |
| 25.5 | 25.5 | 20.5 | |

AASHO CLASSIFICATION:
A-5 (11)

MATERIAL SOURCES:
To be determined by the Engineer.

Should substitutions be made use "CBE" column for total thickness requirement and table below for values.

Values assigned various components of the pavement structure:

| | | | |
|---|---|---|---|
| 1.0" | Asphaltic Concrete | = | 2.0" Crushed Base |
| 1.0" | Oil Mat | = | 1.1" Crushed Base |
| 1.0" | Stone Subbase | = | 0.8" Crushed Base |

(As Standard Specs plus
(8% max. P#200 sieve,
(Min. "R" Value of 70.

Submitted by _____ Staff Assistant Recommended by _____ Engineer of Materials

Recommended by _____ Construction Engineer Approved by _____ Asst. State Highway Engineer

cc:
_____.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Bridge Engineer

RECEIVED
FEB 14 1986
FOR FILING

NOTED
F. B. KLABOE

2-7-86

SECTION: WALLOWA RIVER BRIDGE

HIGHWAY: WALLOWA LAKE (FA 7)

COUNTY: WALLOWA

**Traffic Analysis:**

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 1300 (Total)

B. Future ADT 1950 (Total)

C. Mean ADT 1625 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 18 (ADT Basis)(Logging)

G. Trucks (in one direction) $\frac{F}{2}$ = 9 x (C) 1625 = 146

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 146 x (H) 100 % = 146

TRAFFIC COEFFICIENT = $K (I)^{0.119}$
where K = 4.669

= 3.5

SECTION: WALLOWA RIVER BRIDGE

HIGHWAY: WALLOWA LAKE (FA 7)

COUNTY: WALLOWA

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. Traffic Classification: See attached sheet
2. Soils Characteristics: See design chart attached
3. Weather: See design chart attached
4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: _____
5. Cost Comparisons: See remarks

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Oil or A.C.
7. Stage Construction: Part of design
8. Depressed, Surface, or Elevated Design: Surface
9. Conservation of Aggregates: See remarks
10. Stimulation of Competition: See remarks
11. Construction Consideration: See remarks
12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: See remarks
13. Traffic Safety: See remarks
14. Availability of an Adaption of Local Materials or of Local Commercially Produced Paving Mixes: Local materials are adaptable to this type construction.

CONCLUSION AND REMARKS:

No cost comparison as this is a short section (0.63± mi.) in an isolated part of the State with no P.C.C. in the immediate area.

RECEIVED
DEC 23 1965
FOR FILING
33-1114
6843

December 21, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are submitting data for a State Financed Safety Improvement Project known as "Wallowa River Bridge Section" on the Wallowa Lake Highway (FAP-7) approximately 4.0 miles SE of Lostine, SE 0.6 miles in Wallowa County.

The present estimated cost of the project is $280,000 and was approved by the Highway Commission on December 14, 1965.

We hereby request that the State be given credit for this Safety Project on the first quarter of the overall four year program.

Very truly yours

Forrest Cooper
State Highway Engineer

By R M Root

for L. H. Young
Office Engineer

RNC:ed

WALLOWA RIVER BRIDGE SECTION OF

WALLOWA LAKE HWY. (FAP-10) IN

WALLOWA COUNTY

State-Financed Safety Project

The proposed safety project is located approximately 4.0 miles S.E. of Lostine on the Wallowa Lake Highway in Wallowa County.

The existing highway facility consists of two 10' bituminous surfaced lanes with 2' shoulders. There is a one-track grade crossing of the Union Pacific R.R. with 36° curves at each approach. The existing bridge over the Wallowa River is an 80' steel pony truss with H.C. 17' built in 1922. The 1964 ADT is 1,250 for this section. The narrow roadway and bridge plus the right angle curves on either side of the railroad grade crossing makes this section extremely hazardous for traffic. The accident rate of this section is 12.2 for 1963 and 10.7 for 1964. A tabulation of the accidents is attached.

The proposed project is to eliminate the hazardous situation and consists of the construction, on new alignment, of 0.6 mile of two 12' lanes high type pavement with 8' shoulders, one 120' bridge H.C. 40' over the Wallowa River. The R.R. grade crossing is relocated to the east of the present crossing to provide 6° approach curves and improved sight distance. Drawing 10C-45-1 of the alignment revision is attached.

The present estimated cost of the project is $280,000.

# ACCIDENT DATA
## Wallowa Lake Highway
## Vicinity of Wallowa River
## M.P. 59.60 to M.P. 60.00

| Year | Total Accidents | Persons Injured | Persons Killed | ADT | Accident Rate |
|---|---|---|---|---|---|
| 1963 | 2 | 2 | 0 | 1125 | 12.20 |
| 1964 | 2 | 0 | 0 | 1280 | 10.70 |
| 6 Mos. '65 | 0 | 0 | 0 | 1280 | 0.00 |

OREGON STATE HIGHWAY DEPARTMENT — TRAFFIC ENGINEERING DIVISION

Rural Motor Vehicle Accident Listing 12-10-65 Rc.

LOCATION

Hwy. No. 10 Rte. No. Ore 82
From M.P. 59.60
To M.P. 60.00
Period Covered:
1-1-63 to 6-30-65

| | COLLISION TYPE | | | | | | | | | | | | | CLASSIF. | | | | | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Angle | Head-on | Rear-end | Sideswipe Meeting | Sideswipe Overtaking | Turning | Parking | Non-Collision | Fixed-Object | Pedestrian | Backing | Miscellaneous | ALL COLLISIONS | Fatal | Non-Fatal | Prop. Damage | Persons Killed | Persons Injured | |
| 1963 | | | | | 1 | | | | 1 | | | | 2 | | 1 | 1 | 0 | 2 | |
| 1964 | | | | 1 | | | | 1 | | | | | 2 | | 0 | 2 | 0 | 0 | |
| 6 mos. 1965 | No Accidents | | | | | | | | | | | | | | | | | | |
| Total | | | | 1 | 1 | | | 1 | 1 | | | | 4 | | 1 | 3 | | 2 | |

32-1113 Main St.-Grant St. (Enterprise) Sec., Wallowa Lake Hwy. (Grading and paving) 1 box

68A

RECEIVED
NOV 7 - 1966
FOR FILING
32-1112
6844

November 7, 1966

General Insurance Company of America
Portland Service Office
209 S.W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Contract No. 6844 awarded to J.F. Kemen Construction Company, Inc., for grading and paving the Main Street-Grant Street Project in the city of Enterprise on the Wallowa Lake Highway in Wallowa County was completed on August 25, 1966, and accepted by the Highway Commission on November 4, 1966.

Final payment in the amount of $1,723.03 will be released to the contractor after November 14, 1966. The total contract amount is $9,718.50 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc J.F. Kemen Constr. Co., Inc.
P.O. Box 668
Lewiston, Idaho 83501

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
NOV 7 - 1966
FOR FILING

22-111
6844

November 4, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed August 25, 1966, on Contract No. 6844. The contract was with J. F. Kemen Construction Co., Inc. and was for grading and paving on the Main Street-Grant Street (Enterprise) Section of the Wallowa Lake Highway in Wallowa County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective November 4, 1966, and that you concur in this procedure at the Commission meeting on November 22.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parson

bg

RECEIVED
NOV 7 - 1966
FOR FILING

| |
|---|
| 22-1113 |
| |
| 6844 |
| |

October 7, 1966

#2

J. F. Kemen Construction Co., Inc.
P. O. Box 668
Lewiston, Idaho 83501

Gentlemen:

The State Highway Commission at its meeting on October 6 considered your request for an extension of time on Contract No. 6844 on the Main Street and Grant Street in Enterprise on the Wallowa Lake Highway in Wallowa County.

After considering the recommendation of the Engineer and other available information, the Commission granted you an extension in the amount of 23 calendar days.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc A. F. Parsons
J. C. Hiatt
L. H. Young
F. D. Morgan
C. H. Maleen

FORM B-30 60M 10-62 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 31, 1966

To: Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Extension of Time
Main Street-Grant Street (Enterprise)
Wallowa Lake Highway
Contract No. 6844

Attached is a request from J. F. Konen Construction Co., Inc., contractor on the subject section, for a 20 calendar day increase in the contract time.

The request is based on a delay in relocation of utility poles. The calendar day count on this project started June 14, 1966, and the contract allows 50 calendar days for completion. The project is only two blocks long and there were six (6) utility poles in the area to be widened on the easterly side. This pole relocation was not complete until July 20, which is some 37 days after the start of the calendar day count. The project was actually completed August 25, 1966, after 73 calendar days had elapsed, making 23 penalty days. The contractor's request for extension was submitted before the project was complete.

We recommend that a 23 day extension be granted, which will delete all penalty, amounting to $690.

This is a State project. A rough draft letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

JAB:bjm
Attachments

cc: L. H. Young

RECEIVED
OFFICE
STATE HIGHWAY

E—820 (Rev.)—HM—10-57

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date August 15, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of Calendar days from 50 days to 70 days, within which to complete our Contract No. 6844, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

June 14, 1966 to July 20, 1966. - Utility poles within the construction area. These were moved by others and not completed until July 20, 1966.

Respectfully submitted,

J. F. Konen Construction Co., Inc.
Contractor

By: Donald F. Konen

---

## CONSENT OF SURETY

Date 8/16, 1966

We, General Insurance Company of America a corporation licensed under the laws of the State of Washington with principle place of business Seattle, Washington, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

William R. Totten Attorney-in-fact

Burlingames General Agency

Robert Burlingame Witness

Milton Free Water Oregon

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6844 Contractor J. F. Kenen Construction Co., Inc.

Highway Wallowa Lake

Section Main St. - Grant St. (Enterprise)

Kind of Work Grading & Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED or GRANTED. The reasons for such recommendation are as follows:

Power lines and telephone lines supported on poles set between the curb lines, as existing, and the new curb lines to be constructed were not completely removed by the utilities companies until July 20th. This delayed the contractors operations because no work could be done until these utilities were removed.

Recommended for Approval:

Asst Division Engineer

for Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No. 6844

Project designation State (State-Federal)

Date awarded May 23, 1966

Work started July 20, 1966

Per cent completed 80 Aug. 18, 1966 (Date)

No. of Workdays Allowed 50 (Calendar)

No. of Workdays Used 66 (Calendar)

No. of Added Workdays Requested 20

No. 7 FINAL REPORT

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Main St. Grant St.(Enterprise) | | WEEK ENDING: Sept. 9, 1966 |
| | | SECTION PREFIX: 32-1113 |
| HIGHWAY: Wallowa Lake | | COUNTY: Wallowa |
| NAME OF JOB: Main St. Grant St. (Enterprise) | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: J.F. Kenen Construction Co. Inc. | CONTRACT NUMBER: 6844 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: July 25, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 50 | CALENDAR DAYS USED 73 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED 146 |
| PROJECT AUTHORIZATION. $ 15,406.87 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100 |
| EXCLUSIVE OF ENGINEERING $ 14,311.27 | ENGINEERING AUTHORIZATION $ 1,095.60 | |
| ESTIMATED COST OF COMPLETED PROJECT. EXCLUSIVE OF ENGINEERING $ 12,081.49 | ENGINEERING COST TO DATE $ 1,897.02 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 69 |
| ESTIMATED PERCENT [redacted] UNDERRUN 9 16 % | PERCENT OF AUTHORIZATION 173 % | DATE PROJECT WAS COMPLETED: August 25, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 0.13 | 0.13 | | | 0.13 |
| MILES PARTIALLY COMPLETED | 0.13 | 0.13 | | | 0.13 |
| MILES COMPLETED | 0.13 | 0.13 | | | 0.13 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 260 | 200 | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | 190 | 198 | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 190 | 198 | | | |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK.

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | | | | |
| TUESDAY | | | | |
| WEDNESDAY | | | | |
| THURSDAY | | | | |
| FRIDAY | | | | |
| SATURDAY | | | | |

RECEIVED

BEN GIFFORD

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | No Activity |
| MONDAY | " " |
| TUESDAY | " " |
| WEDNESDAY | " " |
| THURSDAY | State Forces started paving on the first block today. (Main St.-Greenwood St.)<br>X X |
| FRIDAY | State Forces completed the paving on this project today.<br>X X |
| SATURDAY | " " |

**REMARKS**

Project completed.

SIGNED J C Hatt LOCATION La Grande

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP°F216

Section Main St. - Grant St. (Enterprise)
Highway Wallowa Lake
Contract No. 6844
F. A. Proj. No. State

9/9/...

Contract Completed _____

Engineering Expended _____

PER CENT

250
200
150
100
50
0

July 22
Aug 13
Sept 16

TIME

RECEIVED
SEP 6 1966
FOR FILING
22-1113
6411

September 2, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 2
October 6, 1966 meeting

Gentlemen:

An extension of time has been requested on Contract No. 6444, the Main Street--Grant Street (Enterprise) Section of the Wallowa Lake Highway in Wallowa County. The contractor on this project is J. F. Kemen Construction Co., Inc.

This request is based on delay in moving utility poles out of the street widening area. Such a delay did occur and delayed the contractor in starting the work.

Extension in the amount of 23 calendar days is recommended, which will delete all liquidated damages. This is a State construction project.

This matter will be on the agenda for your consideration at the October 6 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. F. Parrom

JAB:bjm bg

E—320 (Rev.)—3M—10-57

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

**Date** August 15, 19 66

Gentlemen:

We, the undersigned, respectfully request an increase in the number of ~~workdays~~ calendar days from 50 days to 70 days, within which to complete our Contract No. 6844, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

June 14, 196[illegible] to July 20, 1966. - Utility poles within the construction are[illegible]. These were moved by others and not completed until July 20, 1966.

Respectfully submitted,

[illegible]
Contractor

By Ronald J. Kraus

---

**CONSENT OF SURETY**

Date ....., 19

We, General Insurance Company of America a corporation licensed under the laws of the State of Washington with principle place of business Seattle, Washington, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

William E. Totten
Attorney-in-fact
Burlingame General Agency
Milton Free Mahr, Oregon
Resident Agent

(SEAL)

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. [illegible] Contractor J. F. Kenan Construction Co., Inc.

Highway Wallowa Lake

Section Main St. - Grant St. (Enterprise)

Kind of Work Grading & Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be [illegible] or **GRANTED**. The reasons for such recommendation are as follows:

Power lines and telephone lines supported on poles set between the curb lines, as existing, and the new curb lines to be constructed were not completely removed by the utilities companies until July 29th. This delayed the contractors operations because no work could be done until these utilities were removed.

**Recommended for Approval:**

Division Engineer

John L. Bond
for Construction Engineer or Bridge Engineer

J. K. Lahore
Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | [illegible] |
| Project designation | State-Federal |
| Date awarded | May 23, 1966 |
| Work started | July 20, 1966 |
| Per cent completed | 80 Date Aug. 10, 1966 |
| No. of Workdays Allowed | Calendar 50 |
| No. of Workdays Used | Calendar 66 |
| No. of Added Workdays Requested | 20 |

RECEIVED
JUN 1 3 1966
HIGHWAY ENGINEERING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

22-1112
6441

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 25, 1966

J. F. Kemen Construction Co., Inc.
P. O. Box 668
Lewiston, Idaho 83501

Gentlemen:

The State Highway Commission on May 23, 1966, awarded to you State Highway Contract No. 6844 for the following project:

Grading and paving on the Main Street-Grant Street (Enterprise) Section of the Wallowa Lake Highway in Wallowa County.

This award was based on your bid of $13,595.00 which was submitted to the Commission on May 19, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Frank Morgan
L. H. Young
O. D. Matthis (SIAC)

RECEIVED
AUG 13 1965
COMMISSIONERS
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

32-1113
C-44

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 12, 1965

Mr. Clair A. Humphreys
City Recorder
City Hall
Enterprise, Oregon

Dear Mr. Humphreys:

On August 10, the State Highway Commission received no bids on the Main Street-Grant Street Section of the Wallowa Lake Highway in Enterprise. At a prior bid opening on June 29, there were also no bids received.

Before this project is re-advertised we would have to wait until more favorable conditions exist for receiving a satisfactory bid on this project. The City will be notified of our intention to re-advertise this project so that we may get their concurrence. As of this date we do not have any knowledge of any factors that would bring about more favorable conditions for receiving a satisfactory bid.

The State has received City's check in the amount of $2,500 as advance deposit based on an estimated total cost of the project of $10,000. The estimated total cost of this project is now $11,565; therefore, an additional sum of money would be anticipated to cover the City's share of the cost.

Very truly yours,

H. S. Cox
County and City Engineer

by

Richard Unrein
Field Engineer

RU:eb

bc: F. B. Klaboe
L. H. Young
F. D. Morgan
A. F. Parson

Enterprise
Coop. Constr.

FORM E-123
RECEIVED
JUL 16 1965
COMMISSIONERS
FOR FILING
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
39-113
CXU

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 14, 1965

Enterprise City Council
City Hall
Enterprise, Oregon

Attention: Mr. C. A. Humphries, City Recorder

Gentlemen:

As you are aware, the State Highway Commission held a bid letting in Salem on June 29 and one of the projects scheduled for this letting was the Main Street-Grant Street Section of the Wallowa Lake Highway in Enterprise.

There were no bids received for this project at the letting - therefore no project is in the offing at this time; however, we wish to inform you that the project has been rescheduled for the August 10 bid letting and if a satisfactory bid is received, construction should be under way near the latter part of August.

The State has received City's check in the amount of $2,500 as provided by the agreement between City and State dated August 27, 1964.

We trust this is the information you were concerned about and invite your inquiries on any problems concerning this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

H. S. Cox
H. S. Cox
County and City Engineer

NOTED
F. B. KLABOE

DNH:mm

bc: F. B. Klaboe
L. H. Young
F. D. Morgan
A. F. Parson

RECEIVED
JUL 15 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 18 1965
FOR FILING
32-1113
6844

# City Of Enterprise

Enterprise, Oregon

May 11, 1965

State Highway Department
Salem, Oregon

Attention
Forrest Cooper
State Highway Engineer

Dear Mr. Cooper:

Enclosed is warrant for $2,500 for The City of Enterprise share on the cooperative project between Main and Grant Streets on River Street.

If we can be advised in the future to the approximate time of the project; it would be appreciated asthe West Coast Telephone Company has inquired about the time of construction as they have some poles to move.

Very Truly yours,

Clair A. Humphreys
City Recorder

Phoned City & Co. re receipt of Check 2PM 5-13-65 FC

ck # 55 - $2500.00 sent to acct'g 5-14-65

copies to Morgan att: Litchfield Cox Young 5-18-65

NOTED
F. B. KLABOE

RECEIVED
MAY 14 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 4 - 1965

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

32-111 3

6x44

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
April 30, 1965

Mr. Clair A. Humphreys
City Recorder
City Hall
Enterprise, Oregon

Dear Mr. Humphreys:

This office has just been advised that the River Street cooperative project between Main and Grant Streets is being considered for construction this year.

On April 22, I wrote a letter advising you that you might make your advance deposit of $2,500. I would now like to request that your deposit of $2,500 be made either by check or warrant payable to the Oregon State Highway Commission, thereby clearing the way for construction of this project.

Thank you for your cooperation in this matter.

Very truly yours,

Forrest Cooper
State Highway Engineer

NOTED
F.B.K.

By

H. S. Cox
County and City Division Engineer

HSC:mm

cc: F. B. Klaboe
F. D. Morgan
A. F. Parson

RECEIVED
APR 30 1965
OFFICE OF
STATE HIGHWAY ENGIN

I-5-5(32)...3 ac. Wy. .- . Tirard Int. 1966
U-166(6) ec., Peav.-Tirard & Mac. Hwys.
6845 Grad., pav., struc., & sign) [redacted]

(1+) 3123

RECEIVED
NOV 20 1968
FOR FILING

I-5-5(32)293
6845

November 20, 1968

Mr. Frederick A. Anderson
Attorney at Law
P. O. Box 23006
Tigard, Oregon 97223

Dear Mr. Anderson:

Your letter of November 18 inquires concerning Warren Northwest in connection with their contract on which we know as the Pacific Highway West-South Tigard Interchange Section on the Beaverton-Tigard and Pacific Highways, Contract No. 6845.

This contract was accepted by the Highway Commission on February 15, 1968, and final payment has been made. The performance bond provided for this contract was furnished by Federal Insurance Company through Ward Cook-Rodgers Insurance Company, Inc., 534 S.W. 3rd Avenue, Portland, 97204.

As far as we know, Warren Northwest does not now have an Oregon address. The parent company, Warren Brothers Company, according to our records has an address of 33 Cambridge Parkway, Cambridge, Massachusetts, 02142.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:cr

FREDERICK A. ANDERSON
ATTORNEY AT LAW
TIGARD PROFESSIONAL CENTER
8865 S. W. CENTER STREET
P. O. BOX 23006, TIGARD, OREGON 97223
639-1121

November 18, 1968

Oregon State Highway Department
Salem, Oregon 97310

Re: Warren Northwest, a division of
Warren Brothers Company

Gentlemen:

It is my understanding that Warren Northwest, a division of Warren Brothers Company, was the contractor with your department with respect to the construction of the easterly most portion of the new connecting link between I-5 and Sunset Highway, which, I understand, is now designated new Highway 217.

I represent local owners whose property was trespassed upon by agents of Warren Northwest, and whose demand for damages for trespass have been fruitless to date. I have endeavored to locate an office or agent of Warren Brothers Company or Warren Northwest in this locality, and find that all telephones have been disconnected and all offices closed.

The purpose of this letter is to determine from you whether there is an outstanding bond or contractual provision under which my clients' rights could be recognized. Also, I would appreciate it if you would advise me of the name and address of any officer or office of this contractor in the State of Oregon according to your records as of this date.

Very truly yours,

Fred. A. Anderson

FAA:pml

Contract 6845

RECEIVED
NOV 19 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 19 1968
FOR FILING

REDMAN & CARSKADON
ATTORNEYS AT LAW
1224 TWENTY-FIRST STREET
MILWAUKIE, OREGON 97222

TELEPHONE
659-5335
AREA CODE 503

JAMES E. REDMAN
JAMES R. CARSKADON, JR.

I-5-5(32)-213
6845

April 17, 1968

Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
State Highway Department
Salem, Oregon 97310

Dear Mr. Query:

Re: William Deppenmeier Claim

In response to your recent letter noting the request for a copy of the Demand for Arbitration in the above entitled matter, we have enclosed a copy for your records.

Cordially,

REDMAN & CARSKADON

James E. Redman

JER/jl
Enclosure:

RECEIVED
APR 19 1968
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

# AMERICAN ARBITRATION ASSOCIATION, Administrator

Commercial Arbitration Rules

## DEMAND FOR ARBITRATION

DATE:

TO: (Name) Federal Ins. Co. (Surety) (of party upon whom the Demand is made) Warren Northwest (Principal and prime contractor)

(Address) c/o Ward Cook-Rodgers Ins. Co.,Inc. Title & Trust Building P. O. Box 20337

(City and State) Portland, Oregon 97204 Portland,Oregon 97220

Named claimant, a Party to an Arbitration Agreement contained in a written contract, dated June 10, 1966 which agreement provides as follows: (Quote Arbitration Clause)

"In the event the contractor and sub-contractor fail to agree in any matter involving the interpretation, application, or perforamce of this agreemtn or any clause or portion thereof, the matter shall be submitted to arbitration in accordance with the rules of the American Arbitration Association, and the decision of such Board of Arbitration shall be final and binding upon both parties and enforceable by either in any Court having jurisdiction over the parties. Each party to this contract shall pay one-half of the expense of the arbitration proceedings."

hereby demands arbitration thereunder.

NATURE OF DISPUTE:

Claimant has had the sum of $5,421.55 retainage withheld under the terms of the contract in addition to the sum of $2,900.00 claimed as liquidated damages, all of which are being arbitrarily, capriciously and unreasonably withheld from claimant, William Deppenmeier.

CLAIM OR RELIEF SOUGHT: (amount if any) $5,421.55 and $2,900.00

HEARING LOCALE REQUESTED: (City and State) Portland, Oregon

You are hereby notified that copies of our Arbitration Agreement and of this Demand are being filed with the American Arbitration Association at its Seattle Regional Office, with the request that it commence the administration of the arbitration. Under Section 7 of the Commercial Arbitration Rules, you may file an answering statement within seven days after notice from the Administrator.

Signed .....
(May be Signed by Attorney)

Name of Claimant William Deppenmeier

Address Route 1, Box 534

City and State Oregon City, Oregon 97045

Telephone 656-9586

---

Two copies of this Demand and the Arbitration Agreement must be filed, and the administrative fee paid, as provided in Section 47 of the Rules, in order to institute proceedings.

357

FORM C-2 AAA 12-M 1-66

RECEIVED
APR 12 1968
FOR FILING

I-5-5(32)293
6143

April 11, 1968

Mr. James E. Redman
Redman & Carskadon
Attorneys at Law
1224 Twenty-First Street
Milwaukie, Oregon 97222

Dear Mr. Redman:

Your letter of April 10 concerns payment by Warren Northwest, a Division of Warren Brothers Company, to William Deppenmeier for labor and materials furnished as a subcontractor on Contract No. 6845 at the Tigard Interchange. This contract was completed October 26, 1967, and accepted by the Highway Commission February 15, 1968.

On March 5, the Highway Commission granted to Warren Northwest an extension of time consisting of 71 calendar days. This extension reduced to 28 days, the amount of overrun for which the contractor was assessed.

The last and final payment to Warren Northwest was made on or about March 25 in the form of a second post final. The State Highway Department deals only with the principal contractor and the assessment of penalty for overrunning the contract time is against the principal contractor not the subcontractor.

We have been advised by letter that the claim of Western Guardrail has been paid in full.

By the way, your letter mentioned that a copy of "Demand for Arbitration" was enclosed. We failed to find it with the letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

REDMAN & CARSKADON
ATTORNEYS AT LAW
1224 TWENTY-FIRST STREET
MILWAUKIE, OREGON 97222

JAMES E. REDMAN
JAMES R. CARSKADON, JR.

TELEPHONE
659-5935
AREA CODE 503

April 10, 1968

Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon 97310

Dear Mr. Query:

I am enclosing a copy of Demand for Arbitration in reference to the Warren Northwest Contract No. 6845, dealing with the Pacific Highway West-South, Tigard Interchange.

It is the position of William Deppenmeier that Warren Northwest is arbitrarily and capriciously withholding payment of the sum of $5,421.55 retainage, and $2,900.00 liquidated damages.

Please refer to your file dealing with Western Guardrail, Inc., from whom Northwest also withheld the sum of $4,778.43 retainage, and the sum of $7,850.00 liquidated damages. We have been advised that Western Guardrail, Inc., faced the same conditions as William Deppenmeier in regard to payment of claim from Warren Northwest. We are also further advised that Warren Northwest has paid these claims due to the withdrawal of a penalty claim by the State Highway Department against Western Guardrail, Inc. This information was supplied to me by Dave Mingel of the Warren Northwest Corporation.

If Mr. Mingel's report is true, we would appreciate the State Highway Department's withdrawal of any penalty claim against William Deppenmeier since any delay in the completion date by William Deppenmeier was due to Warren Northwest failing to provide access to grade level. The actual time taken by William Deppenmeier for completion of his work as a sub-contractor was less than the time specified in his sub-contract with Warren Northwest. We make this request due to the statement by Mr. Mingel of Warren Northwest, that if the State Highway Department withdraws any findings of delay on the part of William Deppenmeier, that they, Warren Northwest, would pay Mr. Deppenmeier's claim in full.

We sincerely ask your earliest attention to this matter since the delay in payment of the sum due Mr. Deppenmeier as a sub-contractor are working an undue personal hardship on him and his family.

Please contact me by telephone if we can be of further assistance.

RECEIVED
APR 11 1968
OREGON
STATE HIGHWAY COMMISSION

Cordially

James E. Redman

JER/jl

RECEIVED
MAR 29 1968

FOR
I-5-5(32)299
6845

March 29, 1968

Robertson & Wills
Attorneys at Law
18448 S. E. Pine Street
Portland, Oregon 97233

Gentlemen:

Thank you for your letter of March 27 advising us that Western Guardrail's claim filed against the Warren Northwest Contract No. 6845 in Washington County has been satisfied by payment in full.

Our records indicate that this claim was for labor and materials in the sum of $4,778.43 retainage and the amount of $7,850 damages withheld by Warren Northwest.

We will advise the surety, agent, and principal contractor of the receipt of your letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Federal Insurance Company
Ward Cook-Rodgers Ins. Co., Inc.
Warren Northwest,
A Division of Warren Bros. Co.
Commissioners

CWH:gc

NOTED ON CARD
3-29-68 B.C.

ROBERTSON & WILLS
ATTORNEYS AT LAW
ROCKWOOD LEGAL BUILDING
18448 S. E. PINE STREET
PORTLAND, OREGON 97233

TELEPHONE 665-6126

DONALD K. ROBERTSON
JERRY A. WILLS
ASSOCIATE
WILLIAM D. SCALF

March 27, 1968

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon 97310

Re: State Highway Job No. 6845
Pacific Highway West-South Tigard Interchange

Dear Mr. Query:

I wish to advise you on behalf of Western Guardrail in respect to the above-entitled job that the claim previously filed by Western Guardrail against Warren Northwest has been satisfied by payment in full and you may so indicate in your file.

My many thanks for your cooperation and courtesy.

Respectfully,

ROBERTSON & WILLS

Jerry A. Wills

JAW:jc

cc: Federal Insurance Company
Ward Cook-Rodgers Insurance Company
Title & Trust Bldg.
534 S.W. 3rd
Portland, Oregon

NOTED
FLOYD QUERY

RECEIVED
MAR 28 1968
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 15 1968
FOR ...LING

I-5 5(32)293
6845

March 15, 1968

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle, Washington

Gentlemen:

A second post-final payment for $21,300.00 will be made to Warren Northwest, a Division of Warren Brothers Company, on Contract No. 6845 for grading, paving, structures and signing on the Pacific Highway West-South Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County, as soon as the warrant is prepared.

The total amount paid on this contract will be $2,288,047.35, including the second post-final payment. Of the total $27,726.69 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

win

cc Warren Northwest, a Division of
Warren Brothers Company
P. O. Box 20337
Portland, Oregon 97220

Ward Cook-Rodgers Insurance Company, Inc.
534 S. W. 3rd Avenue
Portland, Oregon 97204

bc C. H. Maison
Attn: John Herr

RECEIVED
MAR 12 1968

I-5-5(32)213

6845

March 12, 1968

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle, Washington 98104

Gentlemen:

A post-final payment for $1,308.63 will be made to Warren Northwest, a Division of Warren Brothers Company on Contract No. 6845 for grading, paving, structures, and signing on the Pacific Highway West-South Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County, as soon as the warrant is prepared.

The total amount paid on this contract will be $2,266,747.35 including the post-final payment. Of the total $27,726.69 is for force account work.

Very truly yours,

Floyd Ousery, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Warren Northwest
a Division of Warren Bros. Co.
P. O. Box 20337
Portland, Oregon 97220

Ward Cook-Rodgers Ins. Co., Inc.
534 S. W. 3rd Avenue
Portland, Oregon 97204
C. H. Maison
Attn: John Herr

RECEIVED
APR 2 - 1968

FOR FILE

I-5-5(32) 13

6845

March 5, 1968

Warren Northwest, a Division of
Warren Bros. Co.
P. O. Box 20337
Portland, Oregon 97220

Extension No. 3

Gentlemen:

The State Highway Commission at its meeting today considered your request for an extension of time on Contract No. 6845 on the Pacific Highway West-South Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County.

After careful consideration, the Commission increased the calendar days by 71.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

wln

cc L. W. Rulien
D. D. Rohrbough
L. H. Young
F. D. Morgan
C. H. Maison
Bureau of Public Roads

Certified Copy of

# POWER OF ATTORNEY

**Know all Men by these Presents,** That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

Cecil O. West, George McClellan, Lawrence P. Dixon, L. K. Hail and Dean L. Beck. of San Francisco, California - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations given or executed in the course of its business, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

**In Witness Whereof,** the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 5th day of October 19 66

FEDERAL INSURANCE COMPANY

By

Frederick C. Gardner
*Vice-President*

Davis Quinn
*Assistant Secretary*

STATE OF NEW YORK )
) ss.:
County of New York )

On this 5th day of October 1966, before me personally came Davis Quinn, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Davis Quinn being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company, and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was thereto subscribed by authority of said By-Laws and in deponent's presence.

*Acknowledged and Sworn to before me on the date above written.*

*Notary Public*

MARION J. McGRATH
NOTARY PUBLIC, State of New York
No. 24-7887650
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1968

Form 12159F (Ed. 1-64)

L-7206 (6M)

CITY AND COUNTY OF NEW YORK: ss

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended January 2, 1964 and that this By-Law is in full force and effect.

"ARTICLE XIX.

Section 2. All bonds, undertakings, contracts, powers of attorney, and other instruments other than as above, for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in this section, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, Puerto Rico, and each of the Provinces of the Dominion of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and seal of said Company at New York, N. Y., this DEC 11 1967 day of

_____, 19____

E. Miller
*Assistant Secretary*

December 8, 1967

Mr. D. D. Rohrbough
Resident Engineer
Oregon State Highway Department
9350 S. W. Burnham Street
Tigard, Oregon 97223

Subject: Extension of time, Contract No. 6845, Pacific Highway West-
South Tigard Interchange

Dear Sir:

In reference to the subject contract, we refer you to our letter dated July 18, 1967 requesting an extention of time in compliance with the State of Oregon Standard Specifications for Highway Construction, 1964 Edition under Section #8 Prosecution and Progress, Article 8.8, "Increase in time for performance of contract".

The following reasons will justify why 99 days of liquidated damages should not be assessed against Warren Northwest, A division of Warren Brothers Company, and should be suspended in its entirety due to increased quantities by Change Order and/or Force Account work requested by the Oregon State Highway Department, and other reasons beyond the control of the Contractor.

1. P.A. #2 - Quantities as follows:

| | | |
|---|---|---|
| 8" Sanitary Sewer Pipe | 2,191 L.F. | 11 Days |
| 15" Sanitary Sewer Pipe | 1,770 L.F. | 9 Days |
| Concrete Manholes | 15 Ea. | 7 Days |
| Trench Excavation (in pipe production) | | -0- |
| Pipe Bedding (in pipe production) | | -0- |
| 24" Sanitary Sewer | 467 L.F. | 2 Days |
| TOTAL | | 29 Days |

2. Increase in quantities on the following items:

| | BID QUANTITY | ACTUAL QUANTITY | INCREASE | % INCREASE | ADD DAYS |
|---|---|---|---|---|---|
| Item 8 Trench Exc. | 4,600 CY | 5,837.5 CY | 1,237.5 CY | 27% | 6 Days |
| Item 9 Spec. B/F | 1,360 CY | 2,470.3 CY | 1,110.3 CY | 82% | 11 Days |
| Item 24 12" Culvert | 670 LF | 892 LF | 222 LF | 33% | 1 Day |
| Item 33 6" Drainpipe | 1,820 LF | 3,662 LF | 1,842 LF | 101% | 9 Days |
| Item 34 8" Drainpipe | 5,440 LF | 7,947 LF | 2,507 LF | 46% | 12 Days |
| | | TOTAL | | | 39 Days |

We hereby request 29 additional days for Price Agreement No. 2, and 39 additional days for increase in quantities on Items No. 8, 9, 24, 33 and 34.

3. P.A. #3

780 Tons of plant mixed Bituminous Base — 1 Day
6,300 Tons of Class "B" Asphaltic Concrete — 6 Days

4. P.A. #3A (Addendum to P.A. No. 3)

2,900 Tons of plant mixed Bituminous Base — 3 Days

5. P.A. #4

Furnish and install 25 ea. W-1 Guide Posts — 1 Day

6. P.A. #9

Relocate temporary Guardrail for better traffic control — 1 Day

7. P.A. #10

Revised signing changes:
The Oregon State Highway Department issued a letter on October 19, 1966 of temporary suspension due to changes in the signs that were being contemplated on the subject project. The Oregon State Highway Department did not issue a Price Agreement on these changes until March 10, 1967, an elapsed time of 142 days, this undue delay physically affected our project 10 days.

We hereby request an additional 10 days for delays beyond the control of the Contractor — 10 Days

8. P.A. #12

320 Tons asphaltic concrete patching where concrete island was removed. — 3 Days

9. In conjunction with P.A. #12 a changed condition existed and is so recognized by the fact that P.A. #12 was issued. The concrete island did not set on top of the pavement as was shown on the drawings. It was recessed and could not be determined until actual removal was started. For this changed condition we request 4 additional days. — 4 Days

10. P.A. #14

660 Tons Class "B" asphaltic concrete.
This P.A. is for the overlaying of Barbur Blvd., and was originally scheduled for Contract No. 6650.

This work had to be accomplished under heavy traffic conditions and on two seperate days. We hereby request additional time of two days for this work. — 2 Days

11. P.A. #15

184 L.F. 2 1/2" Water Line
42 L.F. 2" Water Line

This work was all hand work and we request two additional days. 2 Days

12. P.A. #16

6,000 C.Y. Below grade excavation 6 Days
9,500 Tons Backfill with 1 1/2" Base Rock 3 Days

13. P.A. #18

Change in Guardrail and Median Barrier Specification.

Estimate based on original quantity and specifications. 21 Days

New quantity and specification. 37 Days

We request an additional 16 days for these changes that increased our work. 16 Days

14. Due to the increased work it put us in to inclement painting weather and delayed the Contractor over which he had no control. 3 Days

15. P.A. #19

Extension of Median Barrier 3,700 L.F.

This work was started after the subject contract was completed and accepted and performed outside of the contract limits, we request 10 additional days. 10 Days

16. Force Account #4 - Lime Treated Subgrade

This work was performed in conjunction with P.A. #16 6 Days

17. Force Account No. 6

Revise railpost on bridge ends of bridges 9519, 9565 and 9569, for guardrail connection to bridge ends. 6 Days

18. The net General Excavation Item on this project shows 454,128 CY, and was the quantity used for the computation of time allowed to move this excavation. The final General Excavation quantities are now in excess of this by approximately 16,000 CY. We hereby request an additional 5 days to move this additional quantity. 5 Days

19. Our structural steel supplier notified the Warren Northwest Company that the approval of the drawings on Bridge No. 9565

was delayed two weeks due to an error made by the Oregon State Highway Department in calculating the offset of bearing stiffeners for the girders. Due to this error and delay it affected the scheduling of our suppliers shop and caused a physical delay on the project of 6 days. We request this additional time as it was beyond the control of the Contractor. 6 Days

The Warren Northwest Company pursued and executed the subject contract diligently with equipment, labor and supervision and feels that the aforementioned shows that additional extra work performed by Price Agreement, Force Account, overrun in quantities and acts beyond the control of the Contractor is entitled to 158 additional days and the contract completion date should be revised to December 24, 1967 and that all assessments of liquidated damages should be eliminated in their entirety.

Very truly yours,

Jack Drake

Jack Drake
General Superintendent

JD:si

FORM E-30 50M 10-66

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 23, 1968

To: Mr. F. B. Klaboe
Assistant State Highway Engineer
BUILDING

SUBJECT: Extension of Time
Pacific Hwy. W.-S. Tigard Interch.
Beaverton-Tigard and Pacific Hwys.
Contract 6845

We have received from Warren Northwest, contractor on the subject contract, the attached request for an increase of 158 calendar days. The contractor's request is based on increases in bid items and work added to the contract. The contractor has listed 19 items, which are hereafter set forth with our evaluation of each:

1. 29 days for sewer work in the City of Tigard added to the contract by Price Agreement No. 2 - Work on this sanitary sewer was performed by a subcontractor during the summer of 1966 and did not interfere with the regular contract work. No extension is recommended.

2. 39 days for increases in quantity of Bid Items 8, 9, 24, 33 and 34 - All of these items concerned drainage and subdrainage work at various locations on the project. These items did overrun, primarily due to the presence of excessive surface and subsurface water, and involved an overall increase of 52%. This work was performed by a subcontractor without delaying the contractor's normal work schedule with the exception of the work which was done in wet cuts. This involved delay to earthwork and some placement of base rock. The majority of the overrun work was performed between July 15 and July 28, 1967 (10 work days). At that time the contractor was involved in some grading, placing rock surfacing and paving. Because the work involved with subsurface drainage amounted to approximately one-half of the contractor's overall effort, we believe an extension of 5 work days is justified.

3. & 4. 10 days for work involved in plant mix bituminous base and Class "B" asphaltic concrete under Price Agreement No. 3 and addendum to Price Agreement No. 3 - The main reason for this price agreement was to document a plan change to provide full depth

paving on shoulders in conformance to current standards and the work was done under unit bid prices. The Class "B" A.C. did overrun the contract amount by 8,800 tons and the plant mix bituminous base underran 1,200 tons. This results in a net overrun of 6,600 tons and based on the contractor's average daily rate of production justifies an increase of 6 work days.

5. 1 day for work under Price Agreement No. 4 - Price Agreement No. 4 was for furnishing and installing 25 W-1 guide posts. These posts were shown on the plan for detours but were inadvertently omitted from the bid item. This was a minor item and caused no delay to the contractor's overall progress. No extension is recommended.

6. 1 day to relocate temporary guard rail for better traffic control - The temporary guard rail work was performed under a bid item and was moved by price agreement at the request of the State. This work was done February 20, 1967, when the contractor was performing no grading work. No extension can be recommended.

7. 10 days for revision in signing - The contractor was notified October 19, 1966, that work on signs should be suspended due to plan revisions. A price agreement was approved to cover this change in May, 1967, and the sign subcontractor did not start work on the signs until August 15. He completed the sign work September 19, one day before the project was opened to traffic. It does not appear that the change in the signing plan caused any delay to the overall progress of the job and, therefore, no extension is recommended.

8. 3 days to cover work done under Price Agreement No. 12 - This price agreement covered paving the area where a concrete median island was removed. The concrete island was indicated on the plans as being flush with the adjacent paving but due to overlays on the main highway, a trench was left which had to be backfilled with A.C. At the time this work was done between April 20 and 24, 1967, the contractor was performing only grading and structure work in other areas and no apparent delay resulted.

9. 4 days for removal of the concrete island as a changed condition from the plan - Due to the aforementioned patching and overlay, the island was embedded in approximately 3" of A.C. which did make the removal work more difficult. The removal work probably did require more time than could have been anticipated from the

plans but the work did not delay the contractor's overall progress and we cannot recommend an extension.

10. 2 days for work performed under Price Agreement No. 14 - Work under this price agreement involved 878 tons of A.C. paving in a section of the wearing surface of Pacific Highway West. This paving work had been deleted from an earlier contract (S.P.R.R. O'xing-Pacific Highway West, Contract 6650) and justifies an increase of 2 work days.

11. 2 days for work performed under Price Agreement No. 15 - This price agreement involved the installation of irrigation pipe by the bridge subcontractor on July 18 and 19, 1967. The work was very minor and did not interfere with the contractor's regular grading and surfacing work and, therefore, no extension is recommended.

12. 9 days for work performed under Price Agreement No. 16 - This price agreement covered subexcavation and backfill in a wet cut area between Stations 452 and 470. After subexcavating, the subgrade was treated with lime and backfilled with rock in order to provide a stable foundation. The work required 9 days and definitely delayed the progress of the job. We recommend an increase of 9 work days.

13. 16 days for work performed under Price Agreement No. 18 - This price agreement involved changes in guard rail and median barrier to conform to current safety standards. The contract records indicate that the additional guard rail work did require an additional 16 days (all on liquidated damage time) to perform and we recommend an increase of 16 work days.

14. 3 days for delay caused by weather unsuitable for painting guard rail - Because of the work added to the contract noted under Item 13 above, we have substituted poor weather days for good and the request appears very reasonable for delays which could not have been foreseen. We recommend an increase of 3 work days for these days in October, 1967.

15. 10 days for work performed under Price Agreement No. 19 - This price agreement involved extending the median barrier 3,700 feet. This work was added to conform to current safety standards and the extension of median barrier was beyond the limits of the project. The work was done on a nonparticipating basis. We believe an extension of 10 work days is more than justified.

16. 6 days in connection with Extra Work Order No. 4 - This EWO covered lime treatment of the subgrade. This work is connected with Item 12 above and we believe has been taken into consideration. No separate increase can be recommended.

17. 6 work days for work performed under Extra Work Order No. 6 - This work involved revising the bridge end rail posts to provide for guard rail connections. The work was done while paving was underway and did not interfere with the overall progress of the job. In addition, we believe the time allowed under Item 13 above should include adequate time for this work.

18. 5 days for an overrun in the general excavation - The overrun to which the contractor refers concerns the net quantity. There was an underrun of more than 29,000 yards from the gross contract quantity. Even if the overrun of the net quantity is considered, the 16,000 yards out of a total of nearly 470,000 represents a very minor overrun and we cannot recommend an extension.

19. 6 days due to errors in calculating offset of bearing stiffeners for bridge ends - Shop plans were received by the Bridge Division on July 25, 1966, and returned with corrections on July 29. Corrected drawings were not received until August 25, 1966, and were returned approved on August 26. We do not believe an extension is justified.

We believe an increase of 51 work days is justified. This converts to 71 calendar days.

This contract was completed October 26, 1967, at which time 499 calendar days had been used. This is 99 days in excess of the specified amount and represents $29,700 in liquidated damages based on the rate of $300 per day. We recommend that the calendar days be increased by 71 which will reduce the liquidated damages to $8,400.

This is a Federal Aid Secondary Urban and Interstate project and will require Bureau of Public Roads concurrence. The matter has been discussed with the Bureau of Public Roads Area Engineer who agrees that our reasons for granting an extension appear to be valid.

Rough drafts of letters to the BPR and the Highway Commission are attached.

F. D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

JAB-DES:nn
Encs.
cc: L. H. Young

RECEIVED
FEB 29 1968
FOR FILING

I-5-5(32)193
6948

February 28, 1968

Oregon State Highway Commission

Request for Extension of Time
No. 3
March 5, 1968 meeting

Gentlemen:

Warren Northwest, contractor on the Pacific Highway West-South Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County, Contract No. 6845, has requested an increase of 158 calendar days. The contractor's request is based on overruns in bid items and unanticipated work added to the contract.

The contractor's request included several items which we believe do not justify an increase in time as they did not interfere with his regular contract work or delay the overall completion of the project. These included sewer work in the city of Tigard, guide posts, temporary guardrail, signing revision, removal of a concrete median, paving the concrete median area, irrigation pipe installation, overrun in general excavation, and revisions in bearing stiffeners for bridge ends.

There was an increase in the subdrainage items in an excessively wet cut. This involved extensive overruns in drain pipe and was done late in the project. An increase of five workdays is justified.

An overrun in Class "B" asphaltic concrete for shoulder paving justifies an increase of six workdays based on the contractor's average daily production and the net overrun.

Extra paving work which was deleted from an earlier contract on Pacific Highway West justifies an increase of two workdays.

After the subdrainage in the wet cut area was completed, the subgrade had to be subexcavated and treated with lime to provide a stable foundation. This justifies an increase of nine workdays.

Guardrail and median barrier were revised to conform to current safety standards and the increase in this work justifies an extension of 16 workdays.

Because of the additional guardrail work, painting of the rail was extended into unsuitable weather and an increase of three days is justified.

A price agreement was added to the contract extending the median barrier 3,700 feet beyond the limits of the contract. This extension of median barrier is completely separate from the guardrail work above-mentioned and justifies an increase of 10 workdays.

These 51 workdays covered above justify an increase of 71 calendar days. I recommend that the calendar days be increased by 71 which will reduce the liquidated damages to $8,400 for 28 days.

This is a Federal Aid Secondary Urban and Interstate project and we have Bureau of Public Roads concurrence.

This matter will be on the agenda for your consideration at the March 5 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Enclosure

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
L. W. Rulien

DES:nn jes

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6845 Contractor Warren Northwest

Highway Beaverton-Tigard

Section Pacific Hwy West-South Tigard Interchange Section

Kind of Work Grading, Paving, Structures and Signing

It is recommended that the request for increase in the number of ~~workdays~~ calendar days within which to complete said contract be ~~DENIED~~ GRANTED. The reasons for such recommendation are as follows:

Overrun in Bid Items 8, 9, 24, 33 & 34 justify an increase of 5 work days;
Price Agreement #3 for A.C. justifies an increase of 6 work days;
Additional paving under Price Agreement #14 justifies an increase of 2 work days;
Subexcavation and lime treatment under PA 16 and EWO 4 justify an increase of 9 work days;
Changes in guard rail under PA 18 and EWO 6 justify an increase of 16 work days;
Delay in painting guard rail justifies an increase of 3 work days;
Extension of median barrier under PA 19 justifies an increase of 10 work days

These 51 work days equal 71 calendar days.

Recommended for Approval:

D H Gardner Asst
Division Engineer

Construction Engineer or Bridge Engineer

J B Kabre asst.
State Highway Engineer

Contract No. 6845

Project designation Federal-Aid Interstate (State-Federal)

Date awarded May 23, 1966

Work started June 9, 1966

Per cent completed 100% Oct. 26, 1967 (Date)

No. of ~~Workdays~~ Calendar Days Allowed 400

No. of ~~Workdays~~ Calendar Days Used 499

No. of Added ~~Workdays~~ Requested 71

E—330 (Rev.)—8M—10-57

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date December 7, 1967

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from ..... days to ..... days, within which to complete our Contract No. ....., without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See Attachments

Respectfully submitted

## ACKNOWLEDGMENT OF ANNEXED INSTRUMENT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this ..... day of DEC 11 1967 in the year one thousand nine hundred and .....

before me, ..... Bianca P. Pera ....., a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared ..... Lawrence P. Dixon ..... known to me to be the ..... Attorney In Fact .....

of FEDERAL INSURANCE COMPANY, the Corporation that executed the within instrument, and also known to me to be the person..... who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the City and County of San Francisco, the day and year in this certificate first above written.

Bianca P. Pera
Notary Public in and for the City and County of San Francisco, State of California

My Commission expires ..... September 14, 1969 .....

SF-668

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Date ..... 19..

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We, the undersigned contractor, request an increase in the number of workdays from ... days to ... days within which to complete our Contract No. ..... within the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Respectfully submitted,

Contractor

By .....

## CONSENT OF SURETY

Date December 11, 19 37

We, WESTERN SURETY COMPANY, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

(SEAL)

Attorney in Fact

Resident Agent

B—800 (Rev.)—SM—10-67

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon**

**Date** December 7, **19**67

**Gentlemen:**

**We, the undersigned, respectfully request an increase in the number of workdays from ..... days to 1-4-7 days, within which to complete our Contract No. ....., without the assessment of liquidated damages. The said contract is described as follows:**

**The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:**

See Attachments

**Respectfully submitted,**

MARTEN NORTHWEST, A Division of
Marten Brothers Company
**Contractor**

**By** Jack Drake
General Superintendent

---

**CONSENT OF SURETY**

**Date** December 11, **19**67

**We,** FEDERAL INSURANCE COMPANY

....., **as**

**surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.**

Lawrence P. Dixon
**Attorney-in-fact**
Lawrence P. Dixon, Attorney-In-Fact

**(SEAL)**

S.C. Shaffer
**Resident Agent**
S.C. Shaffer

RECEIVED
FEB 28 1968

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS

477 Cottage St. NE. - Salem OR 97301

DATE: February 21, 1968

In reply refer to: 08-35-DA

I-5-5(32)293
6045

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-5(32)293 and SU-466(6)
Pacific Highway West - South Tigard Interchange
Beaverton - Tigard and Pacific Highway

We are in receipt of your letter of February 13, 1968 commenting on the details of computation of time extension on this project.

We agree that subtracting the 14 days involved in Price Agreement No. 19 from the total of 99 days prior to computation of charges on the Federal-aid projects is appropriate.

As we now see it, this will then result in an initial overrun in time against the Federal-aid projects of 85 calendar days, of which 57 calendar days extension is justified and 28 calendar days charged as liquidated damages.

2-27-68

REFERRED TO

By Asst. State Hwy. Engr.

RECEIVED
FEB 23 1968
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABOE

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
FEB 16 1968
FOR FILING

I-5-5(32)293
6845

February 16, 1968

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle, Washington 98104

Gentlemen:

Contract No. 6845 awarded to Warren Northwest, a Division of Warren Bros. Company for grading, paving, structures, and signing on the Pacific Highway West-South Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County was completed on October 26, 1967, and accepted by the Highway Commission on February 15, 1968.

Final payment in the amount of $71,158.66 will be released to the contractor after February 23, 1968. The total contract amount is $2,265,438.72 including $27,726.69 for work performed under force account.

You have been advised previously that claims have been filed with us.

Very truly yours,

Floyd Cassy, Secretary
OREGON STATE HIGHWAY COMMISSION

fim
cc Warren Northwest
a Division of Warren Bros. Co.
P. O. Box 20337
Portland, Oregon 97220

Ward Goob-Rodgers Insurance Co., Inc.
534 S.W. 3rd Avenue
Portland, Oregon 97204

L.H. Young
C. H. Maison (Attn: John Herr)

RECEIVED
FEB 16 1968
FOR FILING

I-5-5(32)293

6845

February 15, 1968

Oregon State Highway Commission

Gentlemen:

Work was completed October 26, 1967, on Contract No. 6845. The contract was with Warren Northwest, a Division of Warren Brothers Company, and was for grading, paving, structures and signing on the Pacific Highway West-S. W. Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective February 15, 1968, and that you concur in this procedure at the Commission meeting on March 5.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
C. H. Maison
F. D. Morgan
L. H. Young
L. W. Eulien

srb jes

RECEIVED
FEB 14 1968

I-5-5(32)293
6845

February 13, 1968

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Pacific Highway West-South Tigard Interchange, Beaverton-Tigard and Pacific Highways, Projects I-5-5(32,293 and SU 466(6)

On January 25 we submitted to you a request for an extension of time on this project. We seek assurance that the State will not be penalized by a non-participating portion of an extension and ask clarification of your January 31 reply.

Specifically, the work performed under Price Agreement No. 19 was done without Federal participation and we agree that the 14-calendar day extension for this work should not be subjected to the prorated percentages of Secondary, Interstate and State funds. We also believe that the 14 days should be deducted from the total overrun of 99 calendar days before the remaining 57-calendar day extension is applied. If this is done, 28 calendar days will remain for which liquidated damages will be charged to the contractor. In effect, we are requesting your concurrence in an extension of the 14 calendar days pertaining to the work done under Price Agreement No. 19 even though this work was done on a nonparticipating basis.

Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. W. Rulien

JB:DES:nn srb

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON
PORTLAND
FRED W. HILL, MEMBER
HELIX

Claim No. 4363

FILED
FEB 8 1968
CLAY MYERS
SECRETARY OF STATE

I-5-5(32)2[illegible]

6845

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
FEB 8 1 18 PM '68
CLAY MYERS
SECRETARY OF STATE

February 7, 1968

Redman & Carskadon
Attorneys at Law
1224 Twenty-First Street
Milwaukie, Oregon 97222

NOTE ON CARD

Gentlemen:

This is in reply to your letter of February 6 and attached Notice of Claim of William Deppenmeier, which states that Warren Northwest owes him for labor and materials in the sum of $5,421.55 retainage and $2,900 liquidated damages withheld by Warren Northwest.

The Notice states this is in reference to the Warren Northwest Contract No. 6845 for grading, paving, structures, and signing on the Pacific Highway West-South Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County.

Federal Insurance Company through Ward Cook-Rodgers Insurance Company, Inc., Title & Trust Building, Portland, furnished the performance bond on this contract. We will advise the surety and the principal contractor of the receipt of this claim, and we will also forward it to the Secretary of State for filing.

Please let us know when this claim has been paid.

Very truly yours,

RECEIVED
FEB 9 1968
OREGON
STATE HIGHWAY COMMISSION

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Federal Insurance Company
Ward Cook-Rodgers Insurance Co., Inc.
Warren Northwest
Commission
Hon. Clay Myers - Please acknowledge receipt of this claim on the attached copy of this letter.

REDMAN & CARSKADON
ATTORNEYS AT LAW
1224 TWENTY-FIRST STREET
MILWAUKIE, OREGON 97222

JAMES E. REDMAN
JAMES R. CARSKADON, JR.

TELEPHONE
659-8335
AREA CODE 503

February 6, 1968

Clerk, State Highway Commission
State of Oregon
Salem, Oregon

RE: William Deppenmeier v. Federal Insurance Company and Warren Northwest
Oregon State Highway Contract #6845
Pacific Highway West-South, Tigard Interchange

Gentlemen:

We are enclosing Notice of Claim of William Deppenmeier as set forth under the provisions of ORS 279.526 and related Chapter 279 provisions.

Very truly yours,

REDMAN & CARSKADON

James E. Redman

JER:jhs
Encs.
cc: Secretary of State
Ward-Cook-Rodgers Ins. Co., Inc.
Warren Northwest

Cc ✓

NOTED
FLOYD QUERY

RECEIVED
FEB 7 1968
OREGON
STATE HIGHWAY COMMISSION

BEFORE THE STATE HIGHWAY COMMISSION

OF THE STATE OF OREGON

| | |
|---|---|
| WILLIAM DEPPENMEIER,<br>Claimant,<br>vs.<br>FEDERAL INSURANCE COMPANY,<br>Surety,<br>and<br>WARREN NORTHWEST,<br>Principal and Prime Contractor. | NOTICE OF CLAIM<br>Oregon State Highway Contract No. 6845<br>Pacific Highway West-South Tigard Interchange |

TO THE STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, William Deppenmeier, has a claim for labor and materials performed and furnished by William Deppenmeier, for excavation, backfill, culvert pipe, drainpipe, storm sewer pipe and other related items of labor and material on the above entitled job, a balance remaining in the sum of $5,421.55 retainage, and the sum of $2,900.00 liquidated damages withheld by Warren Northwest, against the bond taken from Warren Northwest, principal, and Federal Insurance Company, surety, for the work of Oregon State Highway construction, known as Pacific Highway West-South Tigard Interchange.

William Deppenmeier
William Deppenmeier

DATED this 6th day of February, 1968.

REDMAN & JANUNAUER
ATTORNEYS AT LAW
1224 TWENTY-FIRST STREET
MILWAUKIE, OREGON 97222
TELEPHONE 659-5335
AREA CODE 503

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

File # 4362

FILED
FEB 8 1968
CLAY MYERS
SECRETARY OF STATE

I-5-5(32)-293
6845

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
FEB 7 8 18 AM '68
CLAY MYERS
SECRETARY OF STATE

February 6, 1968

Robertson & Wills
Attorneys at Law
Rockwood Legal Building
18448 S. E. Pine Street
Portland, Oregon 97233

Attention: Mr. Jerry A. Wills

NOTED ON CARD

Gentlemen:

This is in reply to your letter of February 5 and attached Notice of Claim of your client, Western Guardrail, Inc. The claim reads that Warren Northwest owes Western Guardrail, Inc., for labor and materials for the installation of guardrail posts and guardrail the sum of $4,778.43 retainage and the amount of $7,850 damages withheld by Warren Northwest.

The claim states this is in connection with the Warren Northwest, a Division of Warren Brothers Company, Contract No. 6845 for grading, paving, structures, and signing on the Pacific Highway West-South Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County.

The Federal Insurance Company through Ward Cook-Rodgers Insurance Company, Inc., furnished the performance bond on this contract. We will advise them of the receipt of your client's claim, and we will also forward it to the Secretary of State for filing.

Please advise this office when the claim has been satisfied.

RECEIVED
FEB 7 1968
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Federal Insurance Company
Ward Cook-Rodgers Insurance Co., Inc.
Warren Northwest, a Division of Warren Bros. Co.
Commissioners
Secretary of State - Please acknowledge receipt of this claim on the attached copy of this letter.

ROBERTSON & WILLS
ATTORNEYS AT LAW
ROCKWOOD LEGAL BUILDING
16446 S. E. PINE STREET
PORTLAND, OREGON 97233

DONALD K. ROBERTSON
JERRY A. WILLS

TELEPHONE 665-8128

February 5, 1968

Clerk, State Highway Commission
State of Oregon
Salem, Oregon

Re: Western Guardrail, Inc. v. Federal Insurance Company and Warren Northwest
Oregon State Highway Contract No. 6845
Pacific Highway West - South Tigard Interchange

Gentlemen:

Enclosed herewith please find a claim of Western Guardrail, Inc., against the bond of Principal, Warren Northwest, for the job identified and set forth above. This claim is being filed pursuant to the provisions of Chapters 279.526 O.R.S., et seq.

Respectfully,

ROBERTSON & WILLS

Jerry A. Wills

JAW:jc
encl.
cc: Secretary of State
Ward-Cook-Rodgers Ins. Co., Inc.
Warren Northwest

RECEIVED
FEB 6 1968
OREGON
STATE HIGHWAY COMMISSION

BEFORE THE STATE HIGHWAY COMMISSION

OF THE STATE OF OREGON

| | |
|---|---|
| WESTERN GUARDRAIL, INC., Claimant, vs. FEDERAL INSURANCE COMPANY, Surety, and WARREN NORTHWEST, Principal and Prime Contractor. | NOTICE OF CLAIM<br>Oregon State Highway Contract No. 6845 Pacific Highway West - South Tigard Interchange |

TO THE STATE HIGHWAY COMMISSION:

Notice hereby is given that the undersigned, Western Guardrail, Inc., has a claim for labor and materials performed and furnished by Western Guardrail, Inc., for installation of guardrail posts and guardrail on the above-entitled job on which there remains unpaid the sum of $4,778.43 retainage and the sum of $7,850.00 damages withheld by Warren Northwest, against the bond taken from Warren Northwest, Principal, and Federal Insurance Company, Surety, for the work of Oregon State highway construction, known as Pacific Highway West - South Tigard Interchange.

WESTERN GUARDRAIL, INC.

By L M Gray Pres.
Treasurer

RECEIVED
FEB 6 1958
OREGON
STATE HIGHWAY COMMISSION

ROBERTSON & WILLS
ATTORNEYS AT LAW
ROCKWOOD LEGAL BUILDING—18448 S. E. PINE ST.
PORTLAND, OREGON 97233

RECEIVED
FEB 5 1968

UNITED STATES GOVERNMENT

FORM Memorandum

I-5-5(32)293

6 TO 4.6

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
BUREAU OF PUBLIC ROADS
477 Cottage St. NE. - Salem OR 97301

DATE: January 31, 1968
In reply refer to: 08-35-DA

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-5(32)293 and SU 466(6)
Pacific Highway West - South Tigard Interchange
Beaverton - Tigard and Pacific Highway

We have received and reviewed your request for extension of time for the contractor on the above project wherein you find 51 work days (71 calendar days) justified and have requested our concurrence therein.

We are in agreement with the finding as submitted, both with regard to the approach to the problem and the amount of the determination.

The final paragraph of page 4 sets forth the proposed method of determining the relative charges of liquidated damages against the FAS, Interstate, and State portion of the project, and we wish to comment thereon.

Under Article 15, page 4 of your letter, 10 days are credited to the contractor for Price Agreement No. 19, extending the median barrier. It would appear more appropriate if this 10 days would be deleted directly from the total of 51 work days and the remaining 41 work days (57 calendar days) be pro rated as suggested against the Federal-aid projects.

On this basis we will concur in a time extension for the project work of 57 calendar days and to your pro rata formula for that amount as suggested.

right to Bond
Ck/file
check
copies to Young
Mattson
2-5-68

RECEIVED
FEB - 1 1968
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. KLABZUBA

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
[illegible]

FOR FILING

I-5-5(3-2)293

6645

January 31, 1968

Mr. George Darrow, Southern Division Engineer
General Telephone Company of the Northwest, Inc.
PO Box 1100
Beaverton, Oregon 97005

ATTENTION: Mr. Norris Jones

Re: Cost of Materials required to
Accommodate Conduit
SW 72nd Ave Structure
Pacific Highway West, S. Tigard
Interchange Section
Beaverton-Tigard Highway
Washington County
Contract No. 6645

Gentlemen:

Reference is made to Mr. Jones' conversation with Mr. Warren [illegible], Resident Bridge Engineer, regarding General Telephone Company's use of the holes and hangers that had been supplied for the Tigard Water District but later abandoned by them on the SW 72nd Ave. structure.

The costs incurred in supplying hangers on the structure are as follows:

| | | | |
|---|---|---|---|
| Inserts | 2[illegible] | $0.[illegible] | $15.60 |
| 12" Hangers (List $5.00) | 2[illegible] | $6.7[illegible] | 97.50 |
| 1" Hanger Rods | 2[illegible] | 2.75 | 71.50 |
| Labor to Install Inserts | 2[illegible] | $3.00 | 78.00 |
| | | | $262.60 |
| Profit & Overhead Charged by Contractor | | | 39.40 |
| | | Total | $302.00 |

NOTED
F. B. KLABOE

Your use of the holes and hangers is acceptable to the State. You are requested, as verbal agreed, to deposit with the State a check in the amount of $302 to cover the cost of supplying the hangers in the subject structure. Your check should be made payable to the Oregon State Highway Department and mailed to Mr. [illegible] Litchfield, Utilities Liaison Engineer, State Highway Building, Salem, Oregon 97310.

Prior to installation of your facilities, you should make application for a permit through Mr. B. P. Huntley, District Maintenance Superintendent, PO Box 565, Beaverton, Oregon 97005, Phone: 2[illegible]-3333.

If further assistance is required, please contact Mr. R. H. Rumbolz, Field Utilities Liaison Engineer, PO Box 02157, Portland, Oregon 97202, Phone: 654-7741, Ext. 262.

Very truly yours,

F. D. Morgan
Construction Engineer

ORIGINAL SIGNED BY
By: T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

JMC:ss

cc: F. B. Klaboe
L. W. Rulien
W. E. Mueller
B. P. Huntley
R. H. Rumbolz

RECEIVED
JAN 31 1968
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1968
FOR FILING

RECEIVED
JAN 26 1968
I-5-5(32)293
6845

January 25, 1968

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon 97301

Dear Sir:

Re: Request for Time Extension, Pacific Highway West-South Tigard Interchange, Beaverton-Tigard and Pacific Highways, Project Nos. I-5-5(32)293 and SU-466(6)

We have received from Warren Northwest, contractor on this project, a request for an increase of 158 calendar days. The contractor's request is based on increases in bid items and unanticipated work added to the contract. The contractor has included 19 items which are hereafter set forth with our evaluation of each:

1. 29 days for sewer work in the city of Tigard added to the contract by Price Agreement No. 2: Work on this sanitary sewer was performed by a subcontractor during the summer of 1966 and did not interfere with the regular contract work. No extension is recommended.

2. 39 days for increases in quantity of Bid Items 8, 9, 24, 33 and 34: All of these items concerned drainage and subdrainage work at various locations on the project. These items did overrun, primarily due to the presence of excessive surface and subsurface water, and involved an overall increase of 52 percent. This work was performed by a subcontractor without delaying the contractor's normal work schedule with the exception of the work that was done in wet cuts. This involved delay to earthwork and some placement of base rock. The majority of the overrun work was performed between July 15 and July 28, 1967, (10 work days). At that time, the contractor was involved in some grading, placing rock surfacing and paving. Because the work involved with subsurface drainage amounted to approximately one-half of the contractor's overall effort, we believe an extension of 5 work days is justified.

3. & 4. 10 days for work involved in plant mix bituminous base and Class "B" asphaltic concrete under Price Agreement No. 3 and addendum to Price Agreement No. 3: The main reason for this price agreement was to document a plan change to provide full depth paving on shoulders in conformance to current standards and the work was done under unit bid prices. The Class "B" A.C. did overrun the contract amount by 8,800 tons and the plant mix bituminous base underran 1,200 tons. This results in a net overrun of 6,600 tons and, based on the contractor's average daily rate of production, justifies an increase of 6 work days.

5. 1 day for work under Price Agreement No. 4: Price Agreement No. 4 was for furnishing and installing 25 W-1 guide posts. These posts were shown on the plan for detours but were inadvertently omitted from the bid item. This was a minor item and caused no delay to the contractor's overall progress. No extension is justified.

6. 1 day to relocate temporary guardrail for better traffic control: The temporary guardrail work was performed under a bid item and moved by price agreement at the request of the State. This work was done February 20, 1967, when the contractor was performing no grading work. No extension can be recommended.

7. 10 days for revision in signing: The contractor was notified October 19, 1966, that work on signs should be suspended due to plan revisions. A price agreement was approved to cover this change in May, 1967, and the sign subcontractor did not start work on the signs until August 15. He completed the work September 19, one day before the project was opened to traffic. It does not appear that the change in the signing plan caused any delay to the overall progress of the job; therefore, no extension is recommended.

8. 3 days to cover work done under Price Agreement No. 12: This price agreement covered paving the area where a concrete median island was removed. The concrete island was indicated on the plans as being flush with the adjacent paving but due to overlays on the main highway, a trench was left which had to be backfilled with A.C. At the time this work was done between April 20 and 24, 1967, the contractor was performing only grading and structure work in other areas and no apparent delay resulted. Therefore, no extension is recommended for this reason.

9. 4 days for removal of the concrete island as a changed condition from the plan: Due to the aforementioned patching and overlay, the island was embedded in approximately 3 inches of A.C. which did make the removal work more difficult. The removal work probably did require more time than could have been anticipated from the plans but the work did not delay the contractor's overall progress and we cannot recommend an extension.

10. 2 days for work performed under Price Agreement No. 14: Work under this price agreement involved 878 tons of A.C. paving in a section of the wearing surface of Pacific Highway West. This paving work had been deleted from an earlier contract (S.P.R.R. O'xing-Pacific Highway West, Contract 6650) and justifies an increase of 2 work days.

11. 2 days for work performed under Price Agreement No. 15: This price agreement involved the installation of irrigation pipe by the bridge subcontractor on July 18 and 19, 1967. The work was very minor and did not interfere with the contractor's regular grading and surfacing work and, therefore, no extension is recommended.

12. 9 days for work performed under Price Agreement No. 16: This price agreement covered subexcavation and backfill in a wet cut area between Stations 452 and 470. After subexcavating, the subgrade was treated with lime and backfilled with rock in order to provide a stable foundation. The work required 9 days and definitely delayed the progress of the job. We recommend an increase of 9 work days.

13. 16 days for work performed under Price Agreement No. 18: This price agreement involved changes in guardrail and median barrier to conform to current safety standards. The contract records indicate that the additional guardrail work did require an additional 16 days (all on liquidated damage time) to perform and we recommend an increase of 16 work days.

14. 3 days for delay caused by weather unsuitable for painting guardrail: Because of the work added to the contract under Item 13 above, we have substituted poor weather days for good and the request appears very reasonable for delays which could not have been foreseen. We recommend an increase of 3 work days for these days in October, 1967.

15. 10 days for work performed under Price Agreement No. 19: This price agreement involved extending the median barrier 3,700 feet. This work was added to conform to current safety standards and the extension of median barrier was beyond the limits of the project. The work was done on a nonparticipating basis, but we believe it must be considered in the overall picture. We believe an extension of 10 work days is more than justified.

16. 6 days in connection with Extra Work Order No. 4: This extra work order covered lime treatment of the subgrade. This work is connected with Item 12 above and we believe has been taken into consideration. No separate increase can be recommended.

17. 6 work days for work performed under Extra Work Order No. 6: This work involved revising the bridge-end rail posts to provide for guardrail connections. The work was done while paving was under way and did not interfere with the overall progress of the job. In addition, we believe the time allowed under Item 13 above should include adequate time for this work.

18. 5 days for an overrun in the general excavation: The overrun to which the contractor refers concerns the net quantity. There was an underrun of more than 29,000 yards from the gross contract quantity. Even if the overrun of the net quantity is considered, the 16,000 yards out of a total of nearly 470,000 represents a very minor overrun and we cannot recommend an extension.

19. 6 days due to errors in calculating offset of bearing stiffeners for bridge ends: Shop plans were received by the Bridge Division on July 25, 1966, and returned with corrections on July 29. Corrected drawings were not received until August 25, 1966, and were returned approved on August 26. We do not believe an extension is justified.

We believe an increase of 51 work days is justified. This converts to 71 calendar days. This contract was constructed as a combined Interstate, Secondary and State project. Although we normally do not request your concurrence in time extensions on secondary or state projects, it is extremely impractical to attempt to segregate the reasons for this extension of time into the separate projects. Therefore, we believe the

extension should be made on the same basis as the original contract funding. This separation is 37 percent Interstate funds, 62 percent Secondary Urban funds and 1 percent State funds. The remaining liquidated damages should be credited to the three projects based on these percentages.

This contract was completed October 26, 1967, at which time 99 calendar days in excess of those allowed had been used.

It is our recommendation that the calendar days be increased by 71. Your concurrence is requested.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
F. D. Morgan
L. H. Young
C. H. Maison
L. W. Rulien

DES:nn srb

I-5-5(32)293

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Pacific Hwy. West - South Tigard Interchange | | WEEK ENDING: Dec. 16, 1967 |
| | | SECTION PREFIX: 134-1036 |
| HIGHWAY: Beaverton-Tigard & Pacific | | COUNTY: Washington |
| NAME OF JOB: Pacific Hwy. W.-S. Tigard Interchange | KIND OF WORK: Grading, Paving, Signing & Structures | |
| CONTRACTOR: Warren Northwest, a Div. of Warren Bros. | CONTRACT NUMBER: 6845 | FEDERAL AID PROJECT NUMBER: I-5-5(32)293 & SU-466(6) |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 9, 1966 | ESTIMATED COMPLETION DATE: Semi-Final Submission Date Dec. 12, 1967 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 400 | CALENDAR DAYS USED 499 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED 125% |
| PROJECT AUTHORIZATION: $2,444,996.19 | ENGINEERING AUTHORIZATION $173,866.40 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100% |
| EXCLUSIVE OF ENGINEERING: $2,271,109.79 | ENGINEERING COST TO DATE $198,000.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100% |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $2,270,597.76 | | DATE PROJECT WAS COMPLETED: Oct. 26, 1967 |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN 0 % | PERCENT OF AUTHORIZATION 118 % | |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|
| 100 | 100 | 100 | 100 | 100 | 100 | | |
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | Bit.Base Mix [redacted] | PAVING |
| MILES IN PROJECT | | | 2.27 | 2.27 | | 2.27 | 2.27 |
| MILES PARTIALLY COMPLETED | | | 2.27 | 2.27 | | 2.27 | 2.27 |
| MILES COMPLETED | | | 2.27 | 2.27 | | 2.27 | 2.27 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | 499,000 | 230,500 | | 12,700 | 33,600 |
| TOTAL QUANTITIES CORRECTED TO DATE | | | 499,000 | 208,900 | | 11,500 | 43,600 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | 499,000 | 208,900 | | 11,500 | 43,600 |
| AVERAGE DAILY QUANTITIES | | | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | |
| HOURS PER SHIFT | | | | | | | |

EQUIPMENT USED DURING THE WEEK: NONE

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | 9519 | 9565 | 9569 | 10x6 RCBC | 6x6 RCBC | Sign Br. | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | 100 | 100 | 100 | 100 | 100 | 100 | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY 10 | Showers | | | |
| MONDAY 11 | Partly Cloudy | | | Routing |
| TUESDAY 12 | Fair & Cold | | | |
| WEDNESDAY 13 | Fair & Cold | | | |
| THURSDAY 14 | Fair & Cold | | | |
| FRIDAY 15 | Fair & Cold | | | |
| SATURDAY 9 | O'cast & Sprinkles | | | |

RECEIVED

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY 10 | No Work |
| MONDAY 11 | |
| TUESDAY 12 | |
| WEDNESDAY 13 | |
| THURSDAY 14 | |
| FRIDAY 15 | |
| SATURDAY 9 | |

## REMARKS

Submitted Semi-Final December 12, 1967.

FINAL REPORT

original; construction
cc.: construction(2)
division
files

SIGNED D. D. Rohrbough LOCATION Idaho, Oregon

OREGON STATE HIGHWAY DEPT.
% D. D. ROHRBOUGH
9350 BURNHAM ST. S. W.
IDAHO, OREGON

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

| Monthly transaction number | FORM PR-2A (REV. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | |
|---|---|---|
| 11-64 | | Oregon |
| Project report number | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | County |
| 7 | | Washington |
| Modification number | (PPM 21-7) | Project number |
| 1 #6845 | 11-16-67 | I-5-(32)293 |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 20, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 877,569 | $ 938,158 |
| Federal funds | $ 809,500.00 | $ 865,400.00 |
| Other revisions | | |

This modification is made for the following reasons:

**Due to revised estimate.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 16 day of November, 19 67.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By F Klabre

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By L. R. Backlund
(Division Engineer)
L. R. Backlund, Admin Manager

US COMM-DC 26364-P65

Federal-Aid
Project No. I-5-5(32)293

Oregon State Highway Department

SOUTH TIGARD INTERCHANGE SECTION OF

THE PACIFIC HWY. IN WASHINGTON COUNTY

Revised Project Agreement Estimate.

Salem, Oregon, November 8, 1967

Type Code 6201
Roadway (Sta. 70+90 to Sta. 119+27)(Contract 6845)

| | | | |
|---|---|---|---|
| Subtotal on previous estimate of June 9, 1966 | | | $472,320.45 |
| **Previous Estimate** | | | |
| Watering | 680 M-gal. | $ 2.50 | $ 1,700.00 |
| Plant-mix Stone Base | 63,350 ton | 2.05 | 129,867.50 |
| Class "B" Asphalt Concrete Mixture | 14,960 ton | 4.00 | 59,840.00 |
| Asphalt Cement in Mixture | 825 ton | 28.00 | 23,100.00 |
| | | | $214,507.50 |
| **Revised Estimate** | | | |
| Watering | 4,750 M-gal. | $ 2.50 | $ 11,875.00 |
| Plant-mix Stone Base | 72,300 ton | 2.05 | 148,215.00 |
| Class "B" Asphalt Concrete Mixture | 18,735 ton | 4.00 | 74,940.00 |
| Asphalt Cement in Mixture | 1,276 ton | 28.00 | 35,728.00 |
| Vertical Alternate Flashing Beacon* | All Required | | (1,170.00) |
| | | | $269,588.00 |
| | Net Increase | | 55,080.50 |
| | Subtotal | | $527,400.95 |
| | 10% Engr. & Cont. | | 52,740.05 |
| | Total | | $580,141.00 |

*Nonparticipating per BPR letter of 6-21-66.

Type Code X771

| | | |
|---|---|---|
| Total for structure same as previous estimate of June 9, 1966 | | $358,017.00 |
| Length of Roadway - - - - - - - - - - | 0.916 Mile | |
| Length of Structure - - - - - - - - - | 0.000 Mile | |
| Total Length | 0.916 Mile | |
| Cost of Roadway Per Mile- - - - - - - | $633,341.71 | |

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $580,141.00 | $535,150.00 | $44,991.00 |
| Structure | 358,017.00 | 330,250.00 | 27,767.00 |
| | $938,158.00 | $865,400.00 | $72,758.00 |

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Prefix: 134-1036

## 4. TIGARD INTERCHANGE SECTION

### State Work

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Req. (6%) | | $ 1,200.00 |
| Overhaul | 100 C-yd.sta. | $ 0.01 | 1.00 |
| Finishing Roadbed and Slopes | All Req. (6%) | | 1,200.00 |
| Trench Excavation | 140 cu.yd. | 3.00 | 420.00 |
| 3/4" - 0 Material in Base | 480 ton | 2.40 | 1,152.00 |
| Plant-Mix Stone Base | 5,950 ton | 2.05 | 12,197.50 |
| 3/4" - 0 Aggregate in Prime Coat | 20 cu.yd. | 4.00 | 80.00 |
| RC-250 Asphalt in Prime Coat | 3 ton | 45.00 | 135.00 |
| Class "B" Asphalt Concrete Mixture | 640 ton | 4.00 | 2,560.00 |
| Asphalt Cement in Mixture | 35 ton | 28.00 | 980.00 |
| 18-inch Culvert Pipe | 90 lin.ft. | 5.00 | 450.00 |
| 36-inch Culvert Pipe | 180 lin.ft. | 14.00 | 2,520.00 |
| 36-inch Culvert End Sections | 2 only | 100.00 | 200.00 |
| Vertical Alternate Flashing Beacon | All Req. | | 1,170.00 |
| | | | $24,265.50 |

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JUN 23 1966
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STATE COPY 6/20/66

1

Form Approved; Budget Bureau No. 41-R2089.1

FC PR-2 (REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

CONTROL TRANSACTION NO. 6-123

PROJECT IDENTIFICATION NO. I-5-5(32)293

STATE: Oregon

COUNTY: Washington

PROJECT NO.: I-5-5(32)293

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

South Tigard Interchange Section.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 4-27-66 | 0.916 |
| OTHER (Specify) | | |

FUNDS Pro Rata 92.25

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 877,569 | $ 809,500.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M K Laboe

Assistant State Highway Engineer
(Title)

By _____
(Title)

By _____
(Title)

By _____
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

XXX By A. W. Parsons
(Division Engineer)

By L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 20 1966

Oregon State Highway Department

Federal-Aid
Project No. I-5-5(32)293

SOUTH TIGARD INTERCHANGE SECTION OF THE

PACIFIC HWY. IN WASHINGTON COUNTY

Project Agreement Estimate.

Salem, Oregon, June 9, 1966

Type Code 6201
Roadway (Sta. 70+90 to Sta. 119+27)(Contract 6845)

| | | | | |
|---|---|---|---|---|
| Clearing and Grubbing | All Req. (42%) | | | $ 8,400.00 |
| Removal of Concrete Island | 5,360 | lin.ft. | $ 1.00 | 5,360.00 |
| Ditch Excavation, Unclassified | 930 | cu.yd. | 3.00 | 2,790.00 |
| General Excavation, Unclassified | 101,000 | cu.yd. | 0.62 | 62,620.00 |
| Overhaul | 30,800 | C-yd.sta. | 0.01 | 308.00 |
| Finishing Roadbed and Slopes | All Req. (42%) | | | 8,400.00 |
| Trench Excavation | 2,010 | cu.yd. | 3.00 | 6,030.00 |
| Special Backfill in Drains | 270 | cu.yd. | 6.00 | 1,620.00 |
| Watering | 680 | M-gal. | 2.50 | 1,700.00 |
| 3/4" - 0 Material in Base | 4,580 | ton | 2.40 | 10,992.00 |
| Plant-Mix Stone Base | 63,350 | ton | 2.05 | 129,867.50 |
| Plant-Mix Bituminous Base | 4,220 | ton | 3.5[illegible] | 14,770.00 |
| Asphalt in Bituminous Base | 190 | ton | 28.00 | 5,320.00 |
| 3/4" - 0 Aggregate in Prime Coat | 250 | cu.yd. | 4.00 | 1,000.00 |
| RC-250 Asphalt in Prime Coat | 39 | ton | 45.00 | 1,755.00 |
| RS-1 Asphalt in Tack Coat | 6 | ton | 60.00 | 360.00 |
| Class "B" Asphalt Concrete Mixture | 14,960 | ton | 4.00 | 59,840.00 |
| Asphalt Cement in Mixture | 825 | ton | 28.00 | 23,100.00 |
| Class "A" Concrete in Box Culvert | 90 | cu.yd. | 70.00 | 6,300.00 |
| Metal Reinforcement in Box Culvert | 12,000 | lb. | 0.15 | 1,800.00 |
| Drainage Structure, Sta. "B" 93+30 | All Required | | | 21,600.00 |
| Drainage Structure, Sta. 478+20 | All Required | | | 12,935.00 |
| 12-inch Culvert Pipe | 230 | lin.ft. | 3.00 | 690.00 |
| 18-inch Culvert Pipe | 480 | lin.ft. | 5.00 | 2,400.00 |
| 24-inch Culvert Pipe | 280 | lin.ft. | 8.50 | 2,380.00 |
| 48-inch Culvert Pipe | 62 | lin.ft. | 18.00 | 1,116.00 |
| 8-inch Drain Pipe | 1,600 | lin.ft. | 2.50 | 4,000.00 |
| 10-inch Drain Pipe | 1,490 | lin.ft. | 3.00 | 4,470.00 |
| 12-inch Culvert End Sections | 3 | only | 25.00 | 75.00 |
| 18-inch Culvert End Sections | 3 | only | 30.00 | 90.00 |
| 24-inch Culvert End Sections | 1 | only | 45.00 | 45.00 |
| 48-inch Culvert End Sections | 2 | only | 150.00 | 300.00 |
| 1-inch Electrical Conduit | 48 | lin.ft. | 1.50 | 72.00 |
| 1½-inch Electrical Conduit | 530 | lin.ft. | 2.00 | 1,060.00 |
| Concrete Inlets, Type "G-1" | 4 | only | 100.00 | 400.00 |
| Concrete Inlets, Type "G-2M" | 2 | only | 100.00 | 200.00 |
| Concrete End Piece | 1 | only | 25.00 | 25.00 |
| Extra for A.C. Conc. Traffic Markers | 250 | lin.ft. | 0.70 | 175.00 |
| Extra for A.C. Conc. Ditch Lining | 340 | sq.yd. | 1.20 | 408.00 |
| Guide Posts, Y-2 | 150 | only | 7.00 | 1,050.00 |
| Guide Posts, Y-3 | 2 | only | 7.50 | 15.00 |
| Guard Rail | 1,960 | lin.ft. | 2.60 | 5,096.00 |
| Median Barrier | 220 | lin.ft. | 3.50 | 770.00 |
| Rail End Pieces | 20 | only | 4.00 | 80.00 |

| | | | |
|---|---|---|---|
| Guard Rail Blocks | 190 only | $ 1.50 | $ 285.00 |
| Extra Guard Rail Posts | 22 only | 10.00 | 220.00 |
| 4-inch Metal Guard Rail Posts | 24 only | 20.00 | 480.00 |
| Extra for Painting Rails | 1,000 lin.ft. | 0.10 | 100.00 |
| Salvaging Guard Rail | 320 lin.ft. | 0.60 | 192.00 |
| Salvaging Median Barrier | 280 lin.ft. | 0.80 | 224.00 |
| Guard Rail - Salvaged Guard Rail | 320 lin.ft. | 0.90 | 288.00 |
| Guard Rail - Salvaged Median Barrier | 550 lin.ft. | 0.90 | 495.00 |
| Type 2 Fence | 240 rod | 9.25 | 2,220.00 |
| Type 3 Fence | 4 rod | 30.00 | 120.00 |
| Salvaging Type 2 Fence | 250 rod | 2.20 | 550.00 |
| Salvaging Type 3 Fence | 140 rod | 3.00 | 420.00 |
| Type 2 Fence - Salvaged | 250 rod | 4.50 | 1,125.00 |
| Type 3 Fence - Salvaged | 140 rod | 11.00 | 1,540.00 |
| Signing | | | |
| Sign Support Footings | All Req. (59%) | | 6,608.00 |
| Pipe Sign Posts | All Req. (44%) | | 3,696.00 |
| Single Sign Supports | All Req. (48%) | | 4,567.20 |
| Double Sign Supports | All Req. (49%) | | 857.50 |
| Sign Bridge | All Required | | 10,420.00 |
| Sign Illumination Equipment | All Required | | 4,900.00 |
| Painted Wood Sign Posts | All Req. (58%) | | 1,038.20 |
| Type "A" Signs in Place | 1,418 sq.ft. | 6.85 | 9,713.30 |
| Type "C", "D" and "R" Signs in Place | 293 sq.ft. | 4.45 | 1,303.85 |
| Type "E", "F", "G" and "M" Signs in Place | 107 sq.ft. | 4.70 | 502.90 |
| Vertical Alternate Flashing Beacon | All Required | | 1,170.00 |
| | | | $464,820.45 |
| Flagging (57½% of Contractor's Cost) | All Required | | $ 7,500.00 |
| | | | $ 7,500.00 |
| | Subtotal | | $472,320.45 |
| | 10% Engr. & Cont. | | 47,231.55 |
| | Total | | $519,552.00 |

Type Code X771
S. Tigard Interch. O'xing (Br.No. 9569)(Sta. 97+41.88)(Contract 6845)

| | | | |
|---|---|---|---|
| Provide for Traffic | All Required | | $ 2,500.00 |
| Shoring, Cribbing, etc. | All Required | | 5,500.00 |
| Structural Excavation | 210 cu.yd. | $ 7.00 | 1,470.00 |
| Structural Excavation Below Elevation Shown | 20 cu.yd. | 10.00 | 200.00 |
| Furnish Treated Timber Piling | 9,780 lin.ft. | 2.00 | 19,560.00 |
| Drive Timber Piles | 191 only | 40.00 | 7,640.00 |
| Class "A" Concrete (1,269 C.Y.) | All Required | | 85,000.00 |
| Metal Reinforcement (257,000 Lbs.) | All Required | | 30,000.00 |
| Structural Steel (529,800 Lbs.) | All Required | | 160,000.00 |
| Metal Parapet Railing | 600 lin.ft. | 10.00 | 6,000.00 |
| Preparation of Slopes | 750 sq.yd. | 1.00 | 750.00 |
| Concrete Slab Riprap | 750 sq.yd. | 7.00 | 5,250.00 |

| | | | |
|---|---|---|---|
| 8-inch Metal Unperf. Drain Pipe, Type "A" Coating | 150 lin.ft. | $ 4.00 | $ 600.00 |
| 6-inch Standard Steel Pipe | 10 lin.ft. | 10.00 | 100.00 |
| 1¼-inch Electrical Conduit | 300 lin.ft. | 3.00 | 900.00 |
| | Subtotal | | $325,470.00 |
| | 10% Engr. & Cont. | | 32,547.00 |
| | Total | | $358,017.00 |

Length of Roadway - - - - - - - - 0.916 Mile
Length of Structure - - - - - - - 0.000 Mile

Total Length - - - - - - - - - - 0.916 Mile

Cost of Roadway Per Mile- - - - $567,196.51

SUMMARY OF FUNDS

| Description | Total Cost | Fed. Funds | State Funds |
|---|---|---|---|
| Roadway | $519,552.00 | $479,250.00 | $40,302.00 |
| Structure | 358,017.00 | 330,250.00 | 27,767.00 |
| | $877,569.00 | $809,500.00 | $68,069.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

## S. TIGARD INTERCHANGE SECTION

### State Work

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Req. (6%) | | $ 1,200.00 |
| Overhaul | 100 C-yd.sta. | $ 0.01 | 1.00 |
| Finishing Roadbed and Slopes | All Req. (6%) | | 1,200.00 |
| Trench Excavation | 140 cu.yd. | 3.00 | 420.00 |
| 3/4" - 0 Material in Base | 480 ton | 2.40 | 1,152.00 |
| Plant-Mix Stone Base | 5,950 ton | 2.05 | 12,197.50 |
| 3/4" - 0 Aggregate in Prime Coat | 20 cu.yd. | 4.00 | 80.00 |
| RC-250 Asphalt in Prime Coat | 3 ton | 45.00 | 135.00 |
| Class "B" Asphalt Concrete Mixture | 640 ton | 4.00 | 2,560.00 |
| Asphalt Cement in Mixture | 35 ton | 28.00 | 980.00 |
| 18-inch Culvert Pipe | 90 lin.ft. | 5.00 | 450.00 |
| 36-inch Culvert Pipe | 180 lin.ft. | 14.00 | 2,520.00 |
| 36-inch Culvert End Sections | 2 only | 100.00 | 200.00 |
| | | | $23,095.50 |

FORM E-153

RECEIVED
OCT 30 - 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

I-5-5(32)293

6845

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 30, 1967

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon 97301

Dear Sir:

This is to advise you that work was completed on October 26, 1967, on Contract No. 6845, Pacific Highway West-South Tigard Interchange Section, in Washington County, in connection with Federal-Aid Project No. I-5-5(32)293 and No. SU-466(6).

We request that your office inspect the contract work and return two signed copies of this letter indicating acceptance or listing below any items or conditions of the contract which would prevent your final acceptance of the contract work.

Very truly yours,

NOTED
F. B. KLABOE

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement Date 11-8-67

Conditions noted on above date:

None

WRG:

A. W. Parsons
Division Engineer

RECEIVED
DEC 1 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

young
12-5-67

cc: Forrest Cooper
L. H. Young

By: G. R. Brooks
G. R. Brooks
District Engineer

FORM E-12 REV. 6-67

RECEIVED
OCT 16 1967
FOR FILE

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

I-5-5(32)-273
6845

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

October 13, 1967

Metzger Water District
6501 SW Taylors Ferry Road
Portland, Oregon 97223

ATTENTION: Mr. E. F. Ferrell

Re: Installation of Water Lines
Pacific Highway West Undercrossing
Pacific Highway West-So.Tigard Intch.
Beaverton-Tigard Highway
Washington County
Contract No. 6845

Gentlemen:

Reference is made to Mr. Elden Carter's letter of August 24, 1967, in which he requested payment of costs incurred in making corrections to the pipe line installation on the subject project. Mr. Carter based his claims on the premise that (1) the pipe hangers were of faulty design, (2) the workmanship was faulty and (3) that neither the District nor its engineer were given the opportunity to review or comment on the design.

An investigation of the facts surrounding the installations of the water mains was made by Mr. Warren Mueller, Resident Bridge Engineer for the State. His investigations disclosed that Mr. Carter's basis for requesting reimbursement is unfounded.

In compliance with our Special Provisions Mr. Ferrell was contacted by Warren Mueller on October 14, 1966, four months before the pipe work was installed, to discuss hanging the pipe below the diaphragm on longer hangers. Mr. Ferrell reported, at that time, he had contacted their engineer and the longer hangers would be satisfactory. Plans of the proposed hangers were delivered to the Water District the same day.

The State's contractor has informed us that the installation was made with equipment furnished by the District and with the aid of Mr. Ferrell's assistant who helped with the actual installations and inspected each joint as it was made.

It appears that any failure of the installation was probably due to the change to shorter lengths of ductile pipe and lack of proper inspection by the District, rather than faulty design or workmanship.

NOTED
F. B. KLEIDE

In view of the above, it is our opinion that the State has no obligation for any cost the District incurred in correcting the pipe installation.

Very truly yours,

F. D. Morgan
Construction Engineer

By: ORIGINAL SIGNED BY T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

JMC:ss

cc: F. B. Klaboe
C. H. Maison
J. L. Sollis
L. W. Rulien
W. E. Mueller
Jack Hesla
Elden Carter

RECEIVED
OCT 16 1967
OFFICE OF
STATE HIGHWAY ENGINEER

[P- Zone]

OCT 3 - 1967

FOR FILING

| I-5-5(32)293 |
| --- |
| |
| 6845 |

CON MIL 98 9/29/67 407 PM

JOHN BOND

WE HAVE OBSERVED SOUTH TIGARD INTERCHANG THIS EEXX WEEK. THERE IS A PROBLEM RELATING TO AN AT GRADE CROSSING OF A FOUR LANE FREEWAY. THIS OCCURS AT THE RAMP TERMINALS ON THE WEST SIDE OF THE OVERPASS ON THE BEAVERTON TIGARD HIGHWAY. COMPREHSNSIVE REPORTS AND RECOMMENDATIONS WILL BE MADE. THE GENERAL OPERATION OF THIS NEWLY OPENED FACILITY HAS BEEN GOOD.

L W RULIEN

NB17.

Klabe

E. R. Kiesch
OCT 1 0

RECEIVED
SEP 29 1967
OFFICE OF
STATE HIGHWAY ENGINEER

I-5-5(32)293

Form E-206—6M

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

Contingent upon [illegible] of project agreement [illegible] additional funds [illegible]

SEP 19 1967

Date _____ by _____ Dist. Engineer

U.S. Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Pacific Hwy. W.-So. Tigard Interchange Date September 14, 1967

Highway Beaverton-Tigard, & Pacific Contract No. 6845

County Washington Prefix 134-1036

Contractor Warren Northwest, a Div. of Warren Bros. F. A. Project No. I-5-5(32)293 SU-466(6)

Address P. O. Box 20337, Portland, Oregon 97220 Order No. 7

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:**

Supply and install wood guard rail posts to replace concrete guard rail posts on guard rail salvaged and to be reinstalled under new standards of August 1967.

**Location by station numbers:**

Pacific Hwy. 101+50 to 103+50

NOTED
F. B. KLABOE

**Estimate of quantities and cost:**

| | | |
|---|---|---|
| Wood guard rail posts | 17@ $5.80 each | = $98.60 |
| | + 15% allowance | 14.79 |
| | Total | $113.39 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

Salvaged guard rail was installed on concrete posts. New Standards require six additional posts per run and concrete posts are not available. Also, round posts do not meet new standards. This work in accord with section 732-3.1 of standard specifications. Work has not been done.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization . . . . . | $2,444,996.19 | |
| Present estimate of project cost, including $113.39 for work under this order | $2,528,181.11 | |
| Expected ~~under-run~~ over-run amount . . . . . | $83,184.92 | |
| Expected ~~under-run~~ over-run per cent . . . . . | 3.4% | |

Submitted by: /s/ D. D. Rohrbough, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ D. T. Keasey, Division Engineer

Approved: /s/ L. H. Young [illegible]

SP*23577-734

[illegible] 10-2-67

RECEIVED
SEP 14 1967
FOR FILING

I-5-5(32)272
6845

9-14-67

REFERRED TO
Cooper - Yates
BY ASST. STATE HWY. ENGR.
Wolfe - Please
see news release

•AAM
CON LRW MCE MIL 32 9-13-67 4/29PM

F D MORGAN

INFO CC TO V D WOLFE, F B KLABOE, E S HUNTER

BASED ON PRESENT STATUS OF WORK, ANTICIPATED PROGRESS AND DISCUSSION WITH RES ENGR ROHRBOUGH AND CONTRACTORS GEN SUPT, JACK DRAKE, WE WILL BE ABLE TO OPEN THE PACIFIC HWY WEST-SOUTH TIGADXX TIGARD INTERCH, BEAVERTON-TIGARD HWY ON WEDNESDAY, SEPT. 20 AT 4/00PM. CONTRACTOR WILL STILL HAVE SOME WORK REMAINING ON GUARD RAILS AND CLEANUP, BUT TRAFFIC SHOULD HAVE NO DIFFICULTY IF CAUTION IS USED.

THE TEMPORARY LEFT TURN PROVISION FOR TRAFFIC FROM TIGARD WISHING TO GO NORTH TOWARD PROGRESS AND BEA VERTON FROM PAC HWY WEST WAS ELIMINATED TODAY, AND THE RIGHT TURN LOOP FOR THIS MOVEMENT WAS PUT INTO USE.

NOTED
F.B. KLABOE

XRX TRAFFIC FROM BONITA ROAD WISHING TO GO NORTH ON THE BALDOCK HWY WILL BE REROUTED THROUGH THE NEW SOUTH TIGARD INTERCH TOMORROW SO THE R PRESENT CONNECTION CAN BE REMOVED. SOUTHBOUND BALDOCK HWY TRAFFIC WISHING TO EXIT AT BONITA ROAD WILL CONTINUE TO USE THE PRESENT CONNECTION UNTIL NEXT WEDNESDAY WHEN THE NEW INTERCH WILL BE OPENED.

C T KEASEY

SP17.34.--.

RECEIVED
SEP 13 1967
STATE HIGHWAY ENGINEER

I-5-5(32)293

funds are required

Date G-1-P
G-2-P

AUG 29 1967

Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

**TO BE PERFORMED ON FORCE ACCOUNT BASIS**

**Project Name** Pacific Hwy. West-South Tigard Interchange **Date** August 31, 1967

**Highway** Beaverton-Tigard & Pacific **Contract No.** 6845

**County** Washington **Prefix** 134-1036

**Contractor** Warren Northwest, A Division of Warren Bros. Co. **F. A. Project No.** SU-466(6) and I-5-5(32)293

**Address** P. O. Box 20337, Portland, Oregon 97220 **Order No.** 6

**The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.**

**Description of work to be done:**

Revise rail posts on bridges #9519, #9569 and #9565, to agree with Revised Guard Rail Dwg. #2094 and typical Guard Rail Connection at bridge ends for existing structures Dwg. #B-237.

NOTED
F. B. KLABOE

**Location by station numbers:**

Bridge #9519 - Pacific Hwy. West
#9565 - 72nd Avenue
#9569 - South Tigard Interchange

**Estimate of quantities and cost:**

| | |
|---|---|
| Materials | $200.00 |
| Labor | 400.00 |
| Equipment | 300.00 |
| TOTAL | $900.00 |

**Explanation: (Explain here the conditions which cause this work to be classed as "extra work")**

New safety standards require guard rail to be fastened to bridge rail. See Dwg. #2094 and B-237.
1 - Maximum rental rates as per AGC agreement.
2 - Percentage allowed contractor is in agreement with executed contract.
This work started 8-29-67.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $2,444,996.19 | |
| Present estimate of project cost, including $900.00 for work under this order | $2,495,773.78 | |
| Expected under-run / over-run amount | $50,777.53 | |
| Expected under-run / over-run per cent | 2% | |

**Submitted by:** /s/ D. D. Rahrbough
D. D. Rahrbough
Resident Engineer

**Approval Recommended:** /s/ John A. Bond for
Construction Engineer or Bridge Engineer

**Approval Recommended:** /s/ C. T. Keasey
Division Engineer

**Approved:** /s/ L. H. Young
Deputy State Highway Engineer
Office Engineer.

yaw-2 8-19-67

SP*22677-T24

Form E-800—6M 7

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Pacific Hwy. West—South Tigard Interchange Date July 18, 1967

Highway Beaverton-Tigard and Pacific Contract No. 6845

County Washington Prefix 134-1036 SU-466(6) &

Contractor Warren Northwest, a Div. of Warren Brothers Co. F. A. Project No. I-5-5(32)293

Address P.O. Box 20337, Portland, Oregon 97220 Order No. 5

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Revise single sign support post to conform with present grading section.

1. Maximum rental rates allowable as per AGC agreement.
2. Percentage allowed contractor is in accordance with executed contract for this project.

Location by station numbers:

"B" 82+00 (Sign #40)

NOTED F. & INC.

Estimate of quantities and cost:

Revise sign post Labor & Material ... $250.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Ordered length does not fit.

**INSTRUCTIONS:** A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | |
|---|---|---|
| Project authorization . . . . . | $2,444,996.19 | Space to right of this line is for use of Salem Office |
| Present estimate of project cost, including $250.00 for work under this order | $2,494,873.72 | |
| Expected ~~XXXXXXXX~~ over-run amount . . . . . | $ 49,877.53 | |
| Expected ~~XXXXXXXX~~ over-run per cent . . . . . | 2% | |

Submitted by: /s/ D. D. Rohrbough Resident Engineer

Approval Recommended: /s/ L. W. Rulien Division Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or ~~XX XXXXXXXX~~

Approved: /s/ L. H. Young ~~XXXXXXX

RECEIVED
JUN 13 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. PRIDDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

6145

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 13, 1967

6-15-67
REFERRED TO
Rohde
BY ASST. STATE HWY. ENGR.

Mr. R. W. McMenamin
Attorney at Law
Suite 515, Oregon Bank Building
Portland, Oregon 97204

Dear Sir:

The two problems cited in your March 28 letter to our Resident Engineer, Mr. D. D. Rohrbough, on behalf of James Naas have been investigated by our field engineers. This concerned access to a garage and alleged damage to a domestic well at the Naas property located easterly of the I-5 freeway and adjacent to the South Tigard Interchange currently under construction.

With respect to the access matter, the garage had apparently never had all weather vehicular access in the past; however, a new approach to the reconstructed frontage road will be completed soon.

The well problem has been thoroughly investigated including several contacts with the owners at the site last month. Our conclusion was that there has been a gradual silting condition that has accumulated over past years. We could find no evidence that the recent construction activity has aggrevated it. No surface damage from the highway work has been directed to the well location.

We believe the driveway approach will be satisfactory when completed soon, but must deny any responsibility for the well problem.

Very truly yours,

JAB:ss:fw

Forrest Cooper
State Highway Engineer

bc: F. B. Klaboe
L. W. Rulien

By F. D. Morgan
F. D. Morgan
Construction Engineer

RECEIVED
JUN 14 1967
OFFICE OF
STATE HIGHWAY ENGINEER

McMENAMIN, BLYTH, JONES & JOSEPH
ATTORNEYS AT LAW
SUITE 516 OREGON BANK BUILDING
PORTLAND, OREGON 97204
TELEPHONE 228-6301

ROBERT W. McMENAMIN
PETER R. BLYTH
ROBERT P. JONES
THOMAS P. JOSEPH, JR.
RICHARD L. LANG
J. WALLACE FITZGERALD
JOHN H. ARENZ
DARYLL E. KLEIN

March 28, 1967

Mr. Dale Rhodale, Project Engineer
Oregon State Highway Commission
Salem, Oregon 97310

Re: James Naas vs. Oregon State Highway Commission

Gentlemen:

My client, James Naas, resides at 6431 S. W. Meadows, Lake Grove, Oregon, and has had the access to his garage blocked off for some period of time by work the State is doing on a roadway in front of his house. In addition to this I have been informed that his well has been damaged to the extent that whereas for a number of years he has had clear water from the well all he can get from the well now is muddy water. I believe that Mr. Naas has discussed this matter with you on several occasions but that the State has not done anything to rectify the situation.

I would appreciate your getting in touch with us concerning this matter to see it can be taken care of without lawsuit.

Very truly yours,

MCMENAMIN, BLYTH, JONES & JOSEPH

R. W. McMenamin

RWM:jl

Form E-200—6M

6

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date MAY 18 1967 By W. E. Martin
Title Dist. Engineer
U.S. Bureau of Public Roads

# Order for Extra Work

GZ-P

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Pacific Hwy. W. -So. Tigard Interchange — Date May 25, 1967

Highway Beaverton-Tigard and Pacific — Contract No. 6845

County Washington — Prefix 134-1036

Contractor Warren Northwest, a Div. of Warren Bros. Co. — F. A. Project No. I-5-5(32)293 & SU-466(6)

Address P. O. Box 20337, Portland, Oregon 97220 — Order No. 3

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done: Reposition rockers and cut off ends of girders on steel span 3 at bent 4 of bridge #9569. Add deck construction joint at bent 4 span 4 to allow for movement in span 4 due to fill pressure.

1. Maximum rental rates allowable as per A. G. C. Agreement.
2. Percentage allowed contractor is in accordance with executed contract for this project. This work started on May 16, 1967.

Location by station numbers:

477+45

NOTED
F. B. KLABOE

Estimate of quantities and cost:

| | |
|---|---|
| Equipment Rental | $100.00 |
| Materials | 50.00 |
| Labor | 600.00 |
| Total | $750.00 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work") Fill pressure pushed bent #4 toward bent 3 which used all of the clearance at the ends of the girders. Rockers have to be straightened and ends of girders cut off. Concrete deck span 4 will be revised to provide for additional movement due to consolidation of fill.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization | $ 2,444,996.19 | |
| Present estimate of project cost, including $ 750.00 for work under this order | $ 2,444,996.19 | |
| Expected under-run / over-run amount | $ 0 | |
| Expected under-run / over-run per cent | 0 | |

Submitted by: /s/ D. D. Rohrbough, Resident Engineer

Approval Recommended: /s/ John A. Bond for, Construction Engineer or Bridge Engineer

Approval Recommended: /s/ Allan C. Harwood, Division Engineer

Approved: /s/ L. H. Young, Deputy State Highway Engineer, Assistant State Highway Engineer or Office Engineer.

Approved 7-7-67

SP*25177-734

RECEIVED
APR 19 1967
FOR FILING

I-5-5(32)293

6845

April 19, 1967

5546

Mr. R. F. Stearns
F & F Manufacturing Company
4235 S. E. 17th Avenue
Portland, Oregon 97202

Re: Signing
S. Tigard Interchange
Contract 6845
Cedar Hills Interchange
Contract 6820
Cascade Locks-Mitchell
Point Section
Contract 6858

Dear Sir:

This is in regard to your letter of April 6 requesting approval for substitution of built-up members fabricated from EX-TEN-50 plate in place of certain specified rolled sections.

This request is hereby approved with the understanding that the hinge section shall be fabricated in one piece and cut in two to assure proper alignment of the flanges, and slip plates shall be A-441 plate. It should also be understood that no increased cost to the state due to these substitutions will be allowed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. B. Crandall (enc.)
L. H. Young (enc.)
Ivan Marchant

DSB:mb ja

PHONE (503) 232-6108

P AND F Mfg. Co.

4235 S. E. 17TH AVENUE
PORTLAND, OREGON 97202

5182

APR 7 67

APRIL 6, 1967

OREGON STATE HIGHWAY DEPARTMENT
SALEM,
OREGON

SUBJECT: SIGNING:
So. TIGARD INTERCHANGE CONTRACT 6845
CEDAR HILLS INTERCHANGE CONTRACT 6820
CASCADE LOCKS - MITCHELL POINT CONTRACT 6858

GENTLEMEN:

IN REFERENCE TO THE BREAKAWAY SIGN POSTS ON THE ABOVE 3 PROJECTS WE ARE ASKING APPROVAL TO SUBSTITUTE BUILT UP MEMBERS IN PLACE OF THE SPECIFIED 8 WF20 AND ST585.75.

WE PROPOSE TO FABRICATE THESE ITEMS FROM EX-TEN-50 PLATE.

WE WOULD APPRECIATE HAVING YOUR COMMENTS ON THIS REQUEST AT YOUR EARLIEST POSSIBLE CONVENIENCE.

VERY TRULY YOURS

R. F. Stearns
R.F. STEARNS

P AND F MANUFACTURING CO.
PORTLAND,
OREGON

RFS/DG

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM APR 10 1967 PM
7,8,9,10,11,12,1,2,3,4,5,6

NOTED
L.L. WALLACE

RECEIVED
APR 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 18 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 7 1967
OREGON
STATE HIGHWAY COMMISSION

Form E-208—5M 3

STATE COPY

OREGON STATE HIGHWAY DEPARTMENT

APPROVED
Contingent upon modification of project agreement if additional funds are required.
Date MAR 10 1967 By [signature], Title Dist. Engineer
Bureau of Public Roads

# Order for Extra Work

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project Name Pacific Hwy. W.-So. Tigard Interchange Date

Highway Beaverton-Tigard & Pacific Contract No. 6845

County Washington Prefix 134-1036 I-5-5(32)293 &

Contractor Warren Northwest a Div. of Warren Bros. F. A. Project No. SU-466(6)

Address P O Box 20337, Portland, Oregon 97220 Order No. 2

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Furnish steel intermediate and line fence posts to replace posts unsalvageable due to wear and/or damage beyond control of the contractor.
Furnish barbed wire for Type 2 and Type 3 fence to replace barbed wire which was unsalvageable.

Location by station numbers:

SW 66th Ave. 25+81 to 37+50
Pacific Hwy. 70+90 to 79+00

Estimate of quantities and cost:

| | | |
|---|---|---|
| Intermediate posts | 8 each @ $ 8.77 = | $ 70.16 |
| Line posts | 100 each @ $ 1.2328 = | 123.28 |
| Barbed Wire | 220 rods @ $ .105 = | 23.10 |
| | MATERIAL TOTAL | $216.54 |
| | Plus Allowance 15% | 32.48 |
| | TOTAL COST | $249.02 |

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Materials to be furnished by the contractor and paid for by the State as per Standard Specifications for Highway Construction, 1964, 743-3.1, Salvaging Fence. This material replaces unsalvageable items of fencing which were unsalvageable due to wear, rust and damage beyond the control of the contractor. This work has been done.

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit five copies of the order to Salem. After approval of the order by the assistant state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

| | | Space to right of this line is for use of Salem Office |
|---|---|---|
| Project authorization . . . . . | $ 2,444,996.19 | |
| Present estimate of project cost, including $ 249.02 for work under this order | $ " | |
| Expected under-run / over-run amount . . . . . | $ 0 | |
| Expected under-run / over-run per cent . . . . . | 0 | |

Submitted by: /s/ D. D. Rohrbough
D. D. Rohrbough Resident Engineer

Approval Recommended: /s/ C. T. Keasey
Division Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer

Approved: /s/ L. H. Young
Office Engineer.

SP-6291-TH

Young 3-30-67

Form CD-121 (11-63) (Prev. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

DATE: January 5, 1967

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: R. H. Tokerud
Division Bridge Engineer

SUBJECT: Preformed Elastomeric Joint Sealer

This memorandum concerns the following projects:

F-330(5), High Banks Rd.-57th St.(Springfield)
SU-508(2), Jenkins Rd.-Beaverton Section
I-405-8(13)302, NW. Johnson-SW. Montgomery St. Sec.
I-5-5(32)293 and SU-466(6), Pacific Hwy. W.-S. Tigard Intchg.
ER-103(4), Middle Fk.-Rogue River Br. Sec.
S-552(1), Bolen Island-Jack Franz Slough Sec.

With reference to Mr. Merchant's letter of January 3, 1967 we approve of the use of your current specification for the compression joint sealer on the six projects listed above.

This is a relatively new material and apparently the specification as originally drafted set forth one requirement that was not practical. Under these circumstances it is logical and satisfactory to revise the original specification to that currently being used.

Copy - Merchant
Klaboe
Young
1-11-67

RECEIVED
JAN 6 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
NOV 10 1966
FOR FILING

I-5-5(32)293
Form CO-121 (11-63) (Pres. by A.O. 206-10)
6843

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: November 4, 1966

In reply refer to: 08-35-DA-1

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-5(32)293 & S-466(6)
Pacific Highway West - S. Tigard Interchange Section
State Force Order No. 1

Reference is made to Mr. Young's letter of October 31, 1966 concerning the subject order.

We are approving the use of State Forces as being in the public interest under provision of PPM 21-6.2 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special striping equipment and trained personnel to perform the work most economically.

Striping to be performed should be in conformity to the requirements of the Manual on Uniform Traffic Control Devices and will thus be eligible for participation under the provisions of Paragraph 6 of PPM 21-15.

Federal participation will be based on the agreed unit price for striping. The estimated total costs of the work to be done under this order is $4,145.41 with Federal participation of $1,245.41.

Attachment

Orig.
REFERRED TO
Young
BY ASST. STATE HWY. ENGR
11-9-66

RECEIVED
NOV 7 1966

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

STATE Co.

Form A-108—5M

APPROVED
Contingent upon modification of
Project $2,900.00 if additional
G2-Ps $1,245.41
OCT 21 1966 By [signature]
Title Dist. Engineer
U.S. Bureau of Public Roads

OREGON STATE HIGHWAY DEPARTMENT

# Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Order No. 1

Project Name Pacific Hwy. W.-So. Tigard Interchange Date October 14, 1966

Highway Beaverton-Tigard & Pacific Contract No. 6845 F. A. Project No. SU-466(6) I-5-5(32)293

County Washington Prefix 134-1036 Account No. 278-01

**Description of Work To Be Done:**

Temporary detour striping on Hwy. 99W & on S.W. 72nd Ave.
Permanent striping of main roadway of Beaverton-Tigard Hwy. & Pacific Hwy. and connecting ramps at Tigard, 72nd Avenue and South Tigard Interchange.

**Location by Station Numbers:**

"L" 385+00 to 481+23
"Pacific Hwy." 70+90 to 119+27
"99W Detour"
"72nd Ave. Detour"

**Estimate of Quantities and Costs:**

| | | | |
|---|---|---|---|
| SU-466(6) G-1 | "L" Line, Tigard Interch., & 72nd Ave. Interch. | | $ 2,500.00 |
| | "99W Detour" | | 250.00 |
| | "72nd Ave. Detour" | | 150.00 |
| | | G-1 Total | $ 2,900.00 |
| I-5-5(32)293 G-2 | "South Tigard Interchange" | | |
| | Solid Yellow 4-inch barrier line 0.455 mi. @ $60 = $27.30 | | |
| | Solid White 3-inch shoulder line 6.636 mi. @ $46 = $305.26 | | |
| | Skip White 4-inch lane line 2.926 miles @ $29 = $84.85 | | |
| | Incidental Interch. Pavement Legends 36 hrs. @ $23 = $828 | G-2 Total | $ 1,245.41 |
| | | Grand Total | $ 4,145.41 |

**Explanation:**

State is equipped to perform work with specialized equipment with substantial savings of public funds. Rates for Interstate work as per BPR Memorandum for agreed unit prices. No separate funds authorized for this work in contract. Work has been done on detours only.

**INSTRUCTIONS**

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $ 2,444,996.19 |
| Present estimate of project cost, including $ 4,145.41 for work under this order | $ 2,173,329.95 |
| Expected under-run / over-run (amount) | $ none |
| Expected under-run / over-run (per cent) | |

Space to right of this line is for use of Salem Office

Submitted by: /s/ D. D. Rohrbough, Resident Engineer

Approval Recommended: /s/ John A. Bond for Construction Engineer or Bridge Engineer

Approval Recommended: /s/ C. T. Keasey, Division Engineer

Approved: /s/ L. H. Young, Assistant State Highway Engineer or Office Engineer.

State Printing

RECEIVED
SEP 6 - 1966
FOR FILING

I-5-5(32)073

6845

July 21, 1966

MISC. CONTRACTS and
AGREEMENTS No. 3123

Mrs. Mennie Andrews
City Recorder
City of Tigard
Tigard, Oregon

Agenda Item
4R
7-14-66

Dear Mrs. Andrews:

We are enclosing for your records a fully executed copy of an Agreement covering a sewer adjustment on the Beaverton-Tigard Highway at its intersection with US99W in Tigard, Washington County.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn; Don Harwell
(Conformed Copy)
C. H. Maison
T. W. Litchfield

RECEIVED
JUL 22 1966
FOR FILING

I-5-5-(32)293

6845

842

July 21, 1966

Mr. Chester E. Capon
Tigard Koin-O-Wash
123 Tigard Shopping Plaza
Tigard, Oregon

Dear Mr. Capon:

Reference is made to your letter of June 22 regarding the shutting off of the water at your laundromat due to contractor's operations in the Tigard area. We have had a field investigation made of this matter, and I am advised that our Resident Engineer, Mr. D. D. Rohrbough, has contacted you, explained the situation and advised you that every effort will be made to prevent further occurrences which might inconvenience your business.

We are sorry that this has happened and assure you that every effort will be made to see that it does not happen again.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
D. D. Rohrbough

EAP:ah srb

July 14, 1966

Mr. Chester E. Capon
Tigard Koon-O-Mash
123 Tigard Shopping Plaza
Tigard, Oregon

Dear Mr. Capon:

Reference is made to your recent letter concerning the shutting off of water service to your place of business.

We are having the matter investigated by our field personnel and will advise you of the outcome of this investigation in the very near future.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

FBK:mrb

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
F. D. Morgan
L. W. Rulien

TIGARD ECON-O-WASH
123 TIGARD SHOPPING PLAZA
TIGARD, OREGON

REFERRED TO
Admin
BY

Klabo 6-22-66

3672

Oregon State Highway Dept
Salem, Oregon

JUN 24 66

Dear Sir:

Three times within the last year our water has been cut off by work on the new Freeway between Tigard and Progress.

We operate a laundromat in the Tigard Shopping Plaza and every time our water is shut off, we loose business to our competitors who are on a different water system. It not only inconveniences us, but our customers have to either wait or go somewhere else to wash their clothes.

It seems to me that the contractors could shut this water off late at night when it would not be needed by business and residences. I realize that it would cost extra to hire workmen at night, but it is costing more to the businesses to have their water cut off during business hours.

Thanking you for any consideration you can give us.

Yours very truly
Chester E. Capon
Chester E. Capon

Routing
Morgan
Parker
Bond
Barbee
Walker
Smith
Mansfield
Trout
Scott
Wirtz
Litchfield
Sloan

RECEIVED
JUN 1966
CONSTRUCTION
STATE HIGHWAY

RECEIVED
JUL 21 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-5-(32)273
6845

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

July 19, 1966

Metzger Water District
6501 S. W. Taylors Ferry Road
Portland, Oregon 97223

ATTENTION: Mr. E. F. Ferrell

Re: Utility Conduits on Structures
Pacific Highway West-So. Tigard Interchange Section
Beaverton-Tigard and Pacific Highways
Washington County

Gentlemen:

This is to acknowledge the receipt of your check in the amount of $2,000.00 for the installation of Utility conduits on structures on this section, as we agreed in previous correspondence. This check has been sent to our Accounting Division for processing.

Please contact our contractor, Warren Northwest Division of Warren Bros., and arrange with him for the installation and inspection of these conduits.

Very truly yours,

F. D. Morgan
Construction Engineer

By SIGNAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

RMF:bjm

cc: Tom Edwards
I. D. Merchant
C. H. Maison
L. W. Rulien
D. D. Rohrbough
Jack Hesla

NOTED
TOM EDWARDS

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 7 1966
FOR FILING

I-5-1 (32) 293
6845



July 7, 1966

Oregon State Highway Commission

Gentlemen:

In connection with the construction on the Beaverton-Tigard Highway, particularly, at its intersection with US99W in Tigard, a city sewer must be adjusted.

On July 6, Chairman Jackson approved entering into an arrangement with the City of Tigard whereby the State will pay the cost of the adjustment in the first instance and the City will reimburse the State in ten annual installments totaling an estimated $18,000.

The matter will be on the July 14 agenda for confirmation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
G. E. Bohde
F. D. Morgan
L. H. Young
C. H. Maison
H. S. Cox
L. W. Rulien

RLP:ms

RECEIVED
JUN 24 1966

FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

I-5-5(32)293

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : ~~Mr. Forrest Cooper~~, State Highway Engineer
Salem, Oregon

DATE: June 21, 1966

In reply refer to:

FROM : T. Dec, Assistant Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-5(32)293
Pacific Highway West - South Tigard Interchange Section, Beaverton - Tigard Hwy.
Vertical Alternate Flashing Beacon

We have noted that on sheet 2K of the most recent assembly of plan changes, the subject beacon has been added to the Interstate participating items.

As you know, this type of installation is not allowable on Interstate routes, and under 2-C-3, page 148 of the Manual on Uniform Traffic Control Devices, its use is limited to unusually hazardous obstructions on other than Interstate.

We do not consider the conditions existing at the site of the proposed installation to qualify it for use under the above-mentioned paragraph, and are unable to approve it for Federal (Interstate) participation.

REFERRED TO
[illegible] State Hwy. Engr
6-24-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 21 1966
FOR FILING

STATE COPY

Form Approved; Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO. 6152

FORM PR-2 (REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

6-17-66

STATE: Oregon

COUNTY: Washington

PROJECT NO.: SU-466(6)

PROJECT NO. 6845

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Pacific Hwy. West - S. Tigard Interchange Section, of the Beaverton-Tigard Hwy.

| PROJECT CLASSIFICATION OR CLASS OF WORK | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|
| HIGHWAY PLANNING | | |
| PRELIMINARY ENGINEERING | | |
| RIGHTS-OF-WAY | | |
| CONSTRUCTION | 4-25-66 | 1.364 |
| OTHER (Specify) | | |

FUNDS — Pro Rata 34.35

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 1,479,188 | $ 508,080.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [signature]

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

A. W. Parsons
(Division Engineer)

By [signature]
L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 17 1966



USCOMM-DC 26854-P66

Oregon State Highway Department

Federal-Aid
Project No. SU-466(6)

PACIFIC HWY. WEST-SOUTH TIGARD INTERCHANGE SECTION

OF THE BEAVERTON-TIGARD HWY. IN WASHINGTON COUNTY

Project agreement estimate

Salem, Oregon, June 8, 1966

Type Code 6201
Roadway (Sta. 398+00 to Sta. 470+00) (Contract No. 6845)

| | | | |
|---|---|---|---|
| Clearing and Grubbing | All Required (52%) | | $ 10,400.00 |
| Ditch Excavation, Unclassified | 800 cu.yd. | $ 3.00 | 2,400.00 |
| General Excavation, Unclassified | 398,500 cu.yd. | 0.62 | 247,070.00 |
| Overhaul | 10,100 cu.yd. | 0.01 | 101.00 |
| Finishing Roadbed and Slopes | All Required (52%) | | 10,400.00 |
| Rounding Cutbanks | 18,900 lin.ft. | 0.15 | 2,835.00 |
| Trench Excavation | 2,450 cu.yd. | 3.00 | 7,350.00 |
| Special Backfill in Drains | 1,090 cu.yd. | 6.00 | 6,540.00 |
| Watering | 5,170 M-gal. | 2.50 | 12,925.00 |
| 3/4" - 0 Material in Base | 11,140 ton | 2.40 | 26,736.00 |
| Plant-Mix Stone Base | 145,000 ton | 2.05 | 297,250.00 |
| Plant-Mix Bituminous Base | 8,480 ton | 3.50 | 29,680.00 |
| Asphalt in Bituminous Base | 380 ton | 28.00 | 10,640.00 |
| 3/4" Aggregate in Prime Coat | 570 cu.yd. | 4.00 | 2,280.00 |
| RC-250 Asphalt in Prime Coat | 88 ton | 45.00 | 3,960.00 |
| Class "B" Asphalt Concrete Mixture | 18,000 ton | 4.00 | 72,000.00 |
| Asphalt Cement in Mixture | 990 ton | 28.00 | 27,720.00 |
| Class "A" Concrete in Box Culvert | 130 cu.yd. | 70.00 | 9,100.00 |
| Metal Reinforcement in Box Culvert | 20,050 lb. | 0.15 | 3,007.50 |
| 12-inch Culvert Pipe | 440 lin.ft. | 3.00 | 1,320.00 |
| 18-inch Culvert Pipe | 440 lin.ft. | 5.00 | 2,200.00 |
| 24-inch Culvert Pipe | 500 lin.ft. | 8.50 | 4,250.00 |
| 30-inch Culvert Pipe | 230 lin.ft. | 10.00 | 2,300.00 |
| 8-inch Storm Sewer Pipe | 150 lin.ft. | 3.00 | 450.00 |
| 12-inch Storm Sewer Pipe | 1,220 lin.ft. | 4.00 | 4,880.00 |
| 15-inch Storm Sewer Pipe | 490 lin.ft. | 5.00 | 2,450.00 |
| 6-inch Drain Pipe | 1,820 lin.ft. | 2.00 | 3,640.00 |
| 8-inch Drain Pipe | 3,840 lin.ft. | 2.50 | 9,600.00 |
| 10-inch Drain Pipe | 1,330 lin.ft. | 3.00 | 3,990.00 |
| 18-inch Culvert End Sections | 3 only | 30.00 | 90.00 |
| 24-inch Culvert End Sections | 1 only | 45.00 | 45.00 |
| 30-inch Culvert End Sections | 1 only | 80.00 | 80.00 |
| 1¼-inch Electrical Conduit | 650 lin.ft. | 2.00 | 1,300.00 |
| Concrete Manholes | 2 only | 300.00 | 600.00 |
| Concrete Inlets, Type "C-1" | 8 only | 100.00 | 800.00 |
| Concrete Inlets, Type "D" | 2 only | 125.00 | 250.00 |
| Concrete Curbs | 90 cu.yd. | 35.00 | 3,150.00 |
| Extra for A.C. Conc. Approaches | 7 only | 20.00 | 140.00 |
| Extra for A.C. Conc. Walks | 380 sq.yd. | 1.00 | 380.00 |
| Extra for A.C. Conc. Curbs | 720 lin.ft. | 1.00 | 720.00 |
| Guide Posts, W-2 Way | 30 only | 6.50 | 195.00 |
| Guide Posts, Y-2 | 120 only | 7.00 | 840.00 |

| | | | |
|---|---|---|---|
| Guide Posts, Y-3 | 2 only | $ 7.50 | $ 15.00 |
| Guard Rail | 4,600 lin.ft. | 2.60 | 11,960.00 |
| Median Barrier | 7,630 lin.ft. | 3.50 | 26,705.00 |
| Type 2 Barricade | 330 lin.ft. | 4.00 | 1,320.00 |
| Rail End Pieces | 30 only | 4.00 | 120.00 |
| Guard Rail Blocks | 1,700 only | 1.50 | 2,550.00 |
| Extra Guard Rail Posts | 40 only | 10.00 | 400.00 |
| Extra for Painting Rails | 15,650 lin.ft. | 0.10 | 1,565.00 |
| Salvaging Guard Rail | 1,100 lin.ft. | 0.60 | 660.00 |
| Salvaging Type 2 Barricade | 1,870 lin.ft. | 0.60 | 1,122.00 |
| Guard Rail-Salvaged Guard Rail | 1,100 lin.ft. | 0.90 | 990.00 |
| Guard Rail-Salvaged Barricade | 1,870 lin.ft. | 0.90 | 1,683.00 |
| Signing | | | |
| Sign Support Footings | All Required (41%) | | 4,592.00 |
| Pipe Sign Posts | All Required (56%) | | 4,704.00 |
| Single Sign Supports | All Required (52%) | | 4,947.80 |
| Double Sign Supports | All Required (51%) | | 892.50 |
| Structure Mounts | All Required | | 250.00 |
| Painted Wood Sign Posts | All Required (42%) | | 751.80 |
| Type "A" Signs in Place | 1,318 sq.ft. | 6.85 | 9,028.30 |
| Type "C","D" & "R" Signs in Place | 301 sq.ft. | 4.45 | 1,339.45 |
| Type "E","F","G" & "M" Signs in Place | 43 sq.ft. | 4.70 | 202.10 |
| Type "P" Signs in Place | 29 sq.ft. | 6.95 | 201.55 |
| | | | $ 902,064.00 |
| Flagging (57½% of Contractors Cost) | All Required | | $ 2,500.00 |
| | Subtotal | | $ 904,564.00 |
| | 10% Engr. & Cont. | | 90,456.00 |
| | Total | | $ 995,020.00 |

Type Code X781
Tigard Interch. U'xing (Br. No. 9519) (Sta. 406+42.38) (Contract No. 6845)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Required | | $ 2,500.00 |
| Structural Excavation | 560 cu.yd. | $ 5.00 | 2,800.00 |
| Structural Excavation Below Elevation Shown | 60 cu.yd. | 5.00 | 300.00 |
| Furnish Treated Timber Piling | 6,610 lin.ft. | 2.00 | 13,220.00 |
| Drive Timber Piles | 180 only | 35.00 | 6,300.00 |
| Class "A" Concrete | All Required | | 70,000.00 |
| 85' to 90' Type 4 Prestressed Beams | 11 only | 2,500.00 | 27,500.00 |
| 95' to 100' Type 4 Prestressed Beams | 11 only | 3,000.00 | 33,000.00 |
| Metal Reinforcement | All Required | | 20,000.00 |
| Metal Parapet Railing | 436 lin.ft. | 10.00 | 4,360.00 |
| Pedestrian Handrail | 210 lin.ft. | 15.00 | 3,150.00 |
| Preparation of Slopes | 760 sq.yd. | 1.00 | 760.00 |
| Concrete Slab Riprap | 760 sq.yd. | 7.00 | 5,320.00 |
| 8-inch Metal Unperf. Drain Pipe Type "A" Coating | 130 lin.ft. | 4.00 | 520.00 |
| 6-inch Standard Steel Pipe | 50 lin.ft. | 10.00 | 500.00 |
| Install Metzger Water District Water Lines | All Required | | 1,000.00 |
| | Subtotal | | $ 191,230.00 |

Type Code X741
72nd Ave. U'xing (Br. No. 9565) (Sta. 448+32.55) (Contract No. 6845)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, etc. | All Required | | $ 5,000.00 |
| Structural Excavation | 440 cu.yd. | $ 5.00 | 2,200.00 |
| Structural Excavation, Below Elevation Shown | 40 cu.yd. | 10.00 | 400.00 |
| Furnish 10 BP 42 Steel Piling | 1,355 lin.ft. | 6.00 | 8,130.00 |
| Drive Steel Piles | 46 only | 50.00 | 2,300.00 |
| Splice Steel Piles | 12 only | 10.00 | 120.00 |
| Class "A" Concrete | All Required | | 57,000.00 |
| Metal Reinforcement | All Required | | 19,000.00 |
| Structural Steel | All Required | | 135,000.00 |
| Metal Parapet Railing | 580 lin.ft. | 10.00 | 5,800.00 |
| Pedestrian Handrail | 580 lin.ft. | 15.00 | 8,700.00 |
| Preparation of Slopes | 660 sq.yd. | 1.00 | 660.00 |
| Concrete Slab Riprap | 660 sq.yd. | 7.00 | 4,620.00 |
| 8-inch Metal Unperf. Drain Pipe, Type "A" Coating | 130 lin.ft. | 4.00 | 520.00 |
| 6-inch Standard Steel Pipe | 20 lin.ft. | 10.00 | 200.00 |
| Install Metzger Water District Water Line | All Required | | 1,000.00 |
| Install Tigard Water District Water Line | All Required | | 1,000.00 |
| | | | $ 251,650.00 |

| | |
|---|---|
| Subtotal | $ 442,880.00 |
| 10% Engr. & Cont. | 44,288.00 |
| Total | $ 487,168.00 |

| | |
|---|---|
| Metzger Water District Water Line | (2,000.00) |
| Tigard Water District Water Line | (1,000.00) |
| Total | $ 484,168.00 |

Length of Roadway - - - - - - - - -1.364 miles
Length of Structures (2) - - - -0.00 miles
Total Length of Project 1.364 miles

Cost of Roadway Per Mile - - - - $729,486.80

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $ 995,020.00 | $ 342,000.00 | $653,020.00 |
| Structures | 484,168.00 | 166,080.00 | 318,088.00 |
| | $1,479,188.00 | $ 508,080.00 | $971,108.00 |

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint: Chap. 529, Laws 1939.

FORM E-129X 60M 7-65

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JUN 20 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-5-5(32)293
6845

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 16, 1966

Tigard Water District
8841 S. W. Commercial Street
Tigard, Oregon

ATTENTION: Mr. J. P. Lohrenz
Water Superintendent

Gentlemen:

RE: Utility Conduits on Structures
Pacific Hwy. West-S. Tigard
Interchange Section
Beaverton-Tigard & Pacific Highways
Washington County

The successful bidder, Warren Northwest, a Division of Warren Bros. Company, has bid a lump sum of $1,000 for the installation of your utility conduits on all structures on this project.

If this meets with your approval, please remit a check in the amount of $1,000 made payable to the Oregon State Highway Department at your earliest convenience. This check should be sent to:

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

ATTENTION: Mr. T. W. Litchfield

PGP:fp
bc Tom Edwards
F. B. Klaboe
Ivan Merchant
C. H. Maison
L. H. Young
L. W. Rulien
D. D. Rohrbough
Jack Hesla

Very truly yours,

NOTED
TOM EDWARDS

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD
T. W. Litchfield
Utilities Liaison Engineer

RECEIVED
JUN 1
OFFICE
STATE HIGHWAY

FORM [illegible] 7-65

RECEIVED
JUN 20 1966

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

J 5.5132129
6845

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 16, 1966

Metzger Water District
Metzger,
Oregon

ATTENTION: Mr. E. F. Ferrell
Water Superintendent

RE: Utility Conduits on Structures
Pacific Highway West-South Tigard
Interchange Section
Beaverton-Tigard & Pacific Highways
Washington County

Gentlemen:

The successful bidder, Warren Northwest, a Division of Warren Bros. Company, has bid a lump sum of $2,000 for the installation of your utility conduits on all structures on this project.

If this meets with your approval, please remit a check in the amount of $2,000 made payable to the Oregon State Highway Department at your earliest convenience. This check should be sen t to:

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Department
Salem, Oregon 97310

ATTENTION: Mr. T. W. Litchfield

NOTED
TOM EDWARDS

PGP:fp
bc Tom Edwards
F. B. Klaboe
Ivan Merchant
C. H. Maison
L. H. Young
L. W. Rulien
D. D. Rohrbough
Jack Hesla

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED BY
T. W. LITCHFIELD

T. W. Litchfield
Utilities Liaison Engineer

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STATE H

RECEIVED
JUN 17 1966

FOR FILING

I-5-5(32)293

Form CD-121 (11-63) (Pres. by A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

6845

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

DATE: June 15, 1966

In reply refer to: 08-35.2-EC

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Coordinating Engineer

SUBJECT: Oregon Project I-5-5(32)293 and SU-466(6)
South Tigard Interchange Section
Grading, Paving, Structures and Signing

As requested in Mr. Young's letter of June 2, 1966 advising that all rights of way or rights of entry and access rights have been acquired for the above project, we hereby concur as of May 23, 1966 in the award of contract No. 6845 to Warren Northwest, of Portland, Oregon, low bidder in the amount of $2,158,329.95 at the May 19, 1966 bid opening.

REFERRED TO

BY [illegible] STATE HWY. ENGR.

6-17-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
JUN 8 - 1966
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

FROM: FILES

TO: Co-Hy Div. (Hamstreet)

SUBJECT: Tigard - Sewer Facilities
Pac. Hwy West - & Tualatin Rd Sect (Hwy 1W4)

DATE: June 6, 1966

This date ~~the City Engr. (Hill, Dan,~~ called & related that the City of Tigard indicated they would sign the pending agreement for "relocating sewer facilities" at the upcoming City Council meeting of June 13, '66 regarding the Beaverton - Tigard Hwy "new" project, between Pac. Hwy West and I-5.

In the event this document is executed the City will go along for relocation rather than pumping station.

This work will be handled as extra work by State's contractor as the items pertaining to this matter were deleted from the contract.

NOTED
F. B. MABOE

cc: F. B. Maboe, F. D. Morgan
I. W. Rutien

D. N. Hamstreet
(SIGNATURE)

PLEASE REPLY HERE

RECEIVED
JUN 7 1966
OFFICE OF
STATE HIGHWAY ENGINEER

CC: _____ (SIGNATURE) _____ (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1st 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 2 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

3

RECEIVED
JUN 3 - 1966
FOR FILING

6845

June 1, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Confirmation of your tentative concurrence as of May 23, 1966, is requested in the award of contract for the Pacific Hwy. West-S. Tigard Interchange Section, Project Nos. I-5-5(32)293 and SU-466(6).

The contractor receiving the award is Warren Northwest, Division of Warren Brothers Co. of Portland, in the amount of $2,158,329.95 with the contract No. 6845 assigned. This bid was received on May 19, 1966 and awarded May 23, 1966.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our proposal regarding nondiscrimination in employment as required by Bureau of Public Roads, IM 20-4-64.

All rights of access, including utilities, to or from abutting property are either (1) denied by law, (2) have been acquired, or (3) have been acquired in condemnation proceedings which have been commenced and will be prosecuted to completion. All necessary arrangements have been made for all utility work not included as part of the construction. Contract to be undertaken and completed withour conflicting or delaying the State's contractor's operations with the exception of the following: It is noted in our special provisions that there will be a delay in the access to the Clark property, File No. 37284. Approval of this restriction was given in your P.S. & E. letter dated April 27, 1966 and participation in properly approved time extensions will be eligible if delays should occur beyond June 18, 1966.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enclosed

RECEIVED
JUN 1 1966
FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. WOLF, MEMBER
BAKER
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

I-5-5(32)293

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

May 25, 1966

Warren Northwest, Division of
Warren Bros. Co.
P. O. Box 20337
Portland, Oregon

Gentlemen:

The State Highway Commission on May 23, 1966, awarded to you State Highway Contract No. 6845 for the following project:

Grading, paving, structures and signing on the Pacific Highway West-South Tigard Interchange Section of the Beaverton-Tigard and Pacific Highways in Washington County.

This award was based on your bid of $2,158,339.95 which was submitted to the Commission on May 19, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)
I. D. Merchant

RECEIVED
MAY 23 1966
FOR FILING
T S 2(32) 293
6245

May 20, 1966

City of Tigard
12420 S. W. Main Street
Tigard, Oregon 97223

Attention The Honorable E. C. Kyle
Mayor

Dear Mayor Kyle:

Re: Agreement for relocation of City of Tigard sewer facilities outside of city limits. Pacific Highway West, East Tualatin Interchange Section, Beaverton-Tigard Highway

In reply to your letter of May 11 concerning the above subject, please be advised as follows:

We have reviewed the proposed additional provisions you wish to incorporate into the agreement submitted to you with Mr. Klabee's letter of April 22 and find that we cannot accept these provisions.

As you know, we have opened bids for this project on May 19, 1966. Inasmuch as we did not receive a reply to our letter of April 22 by May 11, we could not allow prospective bidders to include sewer reconstruction in their bids since the City had not made a decision in this regard. Therefore, we deleted all items pertaining to the sewer line as shown on the construction plans from the contract and provided that the adjustment of this sewer line should be handled as extra work by our contractor.

This still does not preclude handling the utility adjustment in the manner you desire if you will approve the following additions to the general provisions of the agreement that has previously been submitted to you:

City by signing this agreement does not waive its right to bring a declaratory judgment in a court of competent jurisdiction to determine the liability

of the parties hereto for the cost of relocating the sewer facilities concerned in this agreement, except that all cost in excess of the most economical adjustment which could be made by State shall be deemed a benefit to City and shall not be subject to such litigation.

City shall adopt such ordinances or resolutions as the case may be and do all other lawful acts necessary to authorize the mayor and recorder to sign this agreement on behalf of the City and shall attach a copy of such ordinance or resolution or such other lawful action as may be necessary to this agreement, which shall become a part hereof. Prior to signing this agreement, City shall also adopt such ordinances or resolutions as the case may be, and do all other lawful acts necessary to establish a fund from which the amount due State under this agreement shall be paid, so as to remove said amount due under this agreement from any and all debt limitations that may be provided by the City Charter for indebtedness.

If the City is willing to proceed with the construction of the sewer on this basis, the State, upon awarding of this contract to the low bidder, will negotiate a price agreement for the work that is presently proposed on the construction plans. If the City is not willing to proceed on this basis, the State will proceed on the basis as outlined in Mr. Klabee's letter of April 22.

Please advise us of your decision at an early date.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klabee
Assistant State Highway Engineer

cc: Mr. Robert Logan, Tigard City Administrator
Mr. Frederick A. Anderson, Tigard City Attorney

Forrest Cooper
G. E. Rohde
Frank McKinney
Jack Sollis
R. L. Porter
H. S. Cox
T. W. Litchfield

JLS:ja srb

# CITY OF TIGARD

12420 S. W. Main Street
TIGARD, OREGON 97223

Telephone 639-4171


May 11, 1966

State of Oregon
State Highway Department
Salem, Oregon, 97310

Attn: F.B. Klaboe
Assistant State Highway Engineer

Re: Agreement for relocation of City of Tigard sewer facilities outside of city limits. Pacific Highway West, East Tualatin Interchange Section, Beaverton-Tigard Highway

Gentlemen:

This will acknowledge your letter of April 22 concerning the above referenced topic, involving relocation of city sewer facilities in connection with construction on Highway 99 within the corporate limits of the City of Tigard.

This matter has been considered in the light of the several legal outlooks expressed in the attorney-general's opinion and circuit court decisions; however, in the absence of any supreme court or other final authoritative decisions some question remains as to the ultimate responsibility in cases of this kind. The City of Tigard, therefore, requests the following proposed additional provisions to the agreement accompanying your April 22, 1966, letter:

1. That the City shall be bound by the agreement only to the extent that it may lawfully assent thereto, and if at any time in the future within the repayment period a final determination of responsibility for relocation of city utility services on state highways is made by the Supreme Court of Oregon with respect to the statutes as now in effect, any inconsistencies between the Court ruling and the provisions of the agreement shall require an amendment of the agreement retroactive to its effective date to bring the agreement into conformity with the law as thus declared by the Supreme Court.

2. In the event that during the continuance of the agreement the question of responsibility for costs of relocation of city utilities within state highways is defined by legislative enactment, the subject agreement shall be amended effective with the effective date of such enactment to reflect the salient provisions of such legislation.

It is respectfully suggested that the foregoing provisions be included under the general provisions of the proposed agreement, and if you have no objection thereto or are generally agreeable to this approach and desire to reword the foregoing to clarify same, I will be glad to have your further comments.

You, of course, should appreciate that the City is subject to statutory regulation and financial limitation, the same as your Commission, and there would not appear to be anything unreasonable in this request.

May I have your further outlook at an early date.

Very truly yours,

CITY OF TIGARD

E. G. Kyle

E. G. "Bud" Kyle
Mayor

egk;dh

copies to
yours
Litchfield
McKinney
5-12-66

RECEIVED
MAY 12 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 12 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 10 1966
FOR FILING
I-5-5(32) 93
Cx45

May 9, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

This is to certify that the Oregon State Highway Commission has contacted the required local public authorities regarding protection of public resources, such as recreational areas, historical sites, wild life refuges, and other facilities in which the public has a specific interest. This certification had not been received at P.S. & E approval time.

We also certify we have received replies from the required local public authorities in these matters and they have no objections or suggestions regarding the following projects:

| | |
|---|---|
| I-5-5(32) 93 | S. Tigard Interchange Section |
| I-80N-8(13)371 | Ontario Interchange-Idaho State Line Section |
| ER-103(4) | Middle Fork, Rogue River Bridge |

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:ed

RECEIVED
MAY 17 1966
ENGINEERING

Form CD-121 (11-63) (Prec. by A.O. 206-10) UNITED STATES GOVERNMENT

# Memorandum

I-5-5(32)293

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 27, 1966

In reply refer to: 08-35.2-DA

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: G. R. Brooks
District Engineer

SUBJECT: Oregon Project I-5-5(32)293
South Tigard Interchange Section
Grading, paving, structures and signing

P. S. & E. documents for the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith. It is understood, for contract purposes, the subject project will be combined with SU-466(6).

Our authorization is with the understanding that all necessary right of way and control of access rights, with the possible exception of those involved with utilities, have been acquired or rights of entry obtained with relocation advisory assistance provided as indicated in Mr. Oakes' April 15, 1966 report, except for the following:

File No. 37457 - Sandgren
" " 38002 - Zottleder
" " 39164 - Enden

orig to Young
Gen'l Cal.
5-9-66

We understand that the above files are being negotiated but, if not successful, condemnation suits will be filed with the expectation that these parcels will be made available for occupancy and contractor's use prior to your requesting our concurrence in award.

Your special provisions advise bidders that the following parcel will not be clear until after June 18, 1966:

File No. 37284 (L-5002) - Clark - House

The above parcel is located on the Secondary Road Plan portion of the proposed contract, however, the Interstate project is affected thereby since only one completion date is specified.

Our Regional office concurs in the above procedure to be in the public interest based on the information submitted with Mr. Young's April 18, 1966 letter.

Mr. Litchfield's Utility Status Report, dated April 19, 1966, indicates all utility adjustments involved will be performed on a non-participating basis with no delays anticipated. However, certification concerning utility access rights should be furnished prior

NOTED
F. B. KLABOE

(more)

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

to our concurrence in award. If exceptions are listed, the project will not be accepted as complete until such time when full control of access is obtained.

You are authorized to proceed with contractor's flagging included in your estimate for $7,500.00.

Use of Article 120 covering roadwork hourly basis, in the supplemental standard specification appears unnecessary. We are unable to determine its applicability for the work intended.

Your plans do not clearly reflect our understanding and agreement regarding the possible future easterly extension of the South Tigard Interchange crossroad. Control of access designated along the easterly side of the "C" and "FR" lines should be modified on Sheet No. 6 to avoid the necessity of processing a request for diminishment in the degree of access control when work on the proposed extension is undertaken.

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | April 1966 |
| Division II - Part 1 - Earthwork | January 1966 |
| Division II - Part 2 - Bases | January 1966 |
| Section 204 - Plant-mix stone base | January 1966 |
| Section 208 - Plant-mix bit. base | January 1966 |
| Division II - Part 3 - Surfacing & pavements | January 1966 |
| Division II - Part 4 - Structures | April 1966 |
| Division II - Part 7 - Incidentals | January 1966 |

Inasmuch as our Washington office's review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of the review.

Mr. Young's April 21, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplements thereto as being in the public interest. Nonconcurrence by other appropriate public recreational or historical resources authorities has not be received. Prior to bid opening date you should advise this office of any clearance received or withdraw the project from the letting.

Attachment

RECEIVED
APR 28
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 18 1966
FOR FILING

7-C-5(33)39
C442

April 18, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Pacific Hwy. W.-S. Tigard Int. Sec.
Project Nos. SU-466(6) & I-5-5(34)49

Dear Sir:

We hereby request that the requirement of subparagraph 6a of PPM 21-6.3 relative to availability of right of way for the contractor's immediate occupancy and use at the anticipated award date of the contract in connection with the Clark property, right-of-way File No. 37434, be waived as being in the public interest for the following reasons:

The property involved had condemnation proceedings filed on it, on February 24, 1966. The owners are refusing to vacate the property for various reasons, not wanting to move because their children are in school, etc. There is a hearing being held on April 18, 1966 to obtain a court order requiring the people to vacate the property. This is a rare and very infrequent type of incident which we have little control of except to get the court order.

The advertising specifications for the project, in accordance with paragraph 6a of PPM 21-6.3 will contain the required statements withholding occupancy of the contractor for this property until after June 18, 1966.

This file is within the secondary portion of the contract which is being done in conjunction with the above-mentioned Interstate Project. The improvements, valued at about $4,000, will be removed by others. We contend the contractor can work around this area without any detrimental effects or loss of time in the short period involved.

We believe it is to the best interest of all concerned to advertise this project for bids to be received May 19, 1966, and not delay the project any further.

Attached find two copies of a sketch depicting the area involved.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:bb

cc: Mr. F. E. Klaboe
Mr. F. D. Morgan
Mr. D. H. Moehring
Mr. W. H. Hawkins
Mr. R. H. Chase

A. Bostrom
477-9

37284
1.7 AC.

37283 ①
1.6 AC.

37285 ①
2.6 AC.

37277 ②
0.4 Ac.

RW 26370
551-352

RW 26504
125 (RA)

37279
4.45 AC.

5.1 Ac. Rt.

5.1 Ac. Lt.

barn

spring

S 87°24'16" E

N 45°+18 PT

N 45°+49.31 PC

Q1R
Δ = 98°-41½'
R = 37.70'

351°00'E

528°40'E

448+35.17 P.O.T.

446+90.38 P.S.

445+50.08

455+93.47 P.O.T.

"H" 457+80.30 P.I.
Δ = 33°-39'-03"
D = 330.69
R = 1673.93

455+95.61 P.I.

ST.

10'

30'

90'

100'

355'

455'

490'

280'

120'

115'

75'

50'

60'

# PACIFIC HWY. WEST - SO. TIGARD INT. SEC

BEAVERTON-TIGARD HIGHWAY

WASHINGTON COUNTY

| FED. ROAD Div. No. | STATE | PROJECT NUMBER | FISCAL YEAR |
|---|---|---|---|
| 8 | OREGON | SU 466(6)<br>I-5-5(32)293 | |

30

0.81 Ac.

0.81 Ac.

2

+00

10'

A. Bostron
477-99

20°C.R.
Δ = 15°00'
T = 37.72'

355'

3.6 Ac. Lt.

37283

1.6 Ac.

No.

+00

AVE.

40

Wm. C. & L. E. Ford
287 - 431

310'

37284

1.1 Ac. Lt.

1.7 Ac.

O. Clark
416-122

No.

Gar.

450'

S.W. IRVING

J. Gould
336-415
430-283

37286

3.7 Ac.

0.7 Ac. Lt.

454+81.93 P.I.
N649,209.76
E1,422,805.84

R. Ar
269

37285

280'

2.8 Ac.

10

RECEIVED
APR 11 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH M. FRIDLEY, MEMBER
WOODBURN
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 8, 1966

City of Tigard
City Hall
Tigard, Oregon

ATTENTION: Mr. Robert Logan
City Administrator

NOTED
R. B. KLAPOE

Re: Sanitary Sewer Relocation
Pacific Highway West-South Tigard Interchange Section
Beaverton-Tigard Highway - Washington County

Gentlemen:

On April 4, 1966 you met with representatives of the State at which time you discussed the relocation of the City of Tigard sewer line which occupies US99W and will conflict with the construction of the proposed undercrossing at this point on the Beaverton-Tigard Highway. You were advised that this sewer line occupies State Highway right of way under permit granted originally to the Tigard Sanitary District. It is covered under two permits, Numbers 4347 and 5156, copies of which are attached. You will note that both permits provide that the permittee, which will be the City of Tigard in this case as a successor in interest to the Tigard Sanitary District, must relocate these facilities at its own cost, should the use of this right of way be required by the State.

Inasmuch as the proposed freeway will cut through US99W approximately 26 feet below the existing pavement, and the proposed overcrossing structure which will carry US99W traffic will be constructed that the sanitary sewer cannot be placed on the structure, it will be necessary to relocate this sewer line in another area. This has been discussed with your consulting engineer, Mr. Meigs, by our people, and it has been determined the relocation should begin at some point easterly of the proposed structure, proceed southerly by way of existing city streets in the area, pass under the proposed freeway at approximately Station 423, and then proceed in a southerly direction to Hunziker Road where it will connect with an existing sewer line. This will involve the

construction of some 3400 feet of pipe, the acquisition of some right of way on the southwesterly side of the freeway, and the preparation of a design which is satisfactory to both the City and the State.

You have indicated that the City is not able to finance a project of this size and that you will be willing to have the State construct this sewer line and pay the State the actual cost of this construction over a ten-year period. This will be acceptable to the State. However, we must reach agreement as to the various terms under which this work will be accomplished before such a procedure is undertaken.

Attached you will find four copies of a proposed agreement between the State and the City setting forth the terms we feel to be equitable for this project. Please review this agreement and return one copy with your comments indicated thereon to this office as soon as possible so that we may proceed to open bids on May 19, 1966 as scheduled.

Very truly yours,

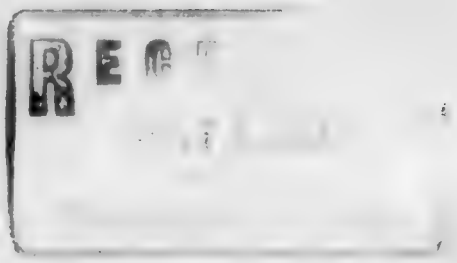
F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

TWL:lh:bjm

cc: F. B. Klaboe
L. H. Young
I. D. Merchant
H. S. Cox
C. H. Maison
Jack Sollis (w/copy of agreement)
L. W. Rulien
D. D. Rohrbough
G. E. Rohde (w/copy of agreement)
Jack Hesla



RECEIVED
APR 5 - 1966

Form CO-121 (Rev. 4-37) Prescribed by A.O. 208-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, NE
Salem, Oregon 97301

DATE: March 30, 1966

In reply refer to: 08-35.EC/710.11

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Federal-aid Interstate Program

We are approving two Stage 2 construction projects, effective this date, to be included in the subject program as requested by Mr. Young's March 9, 1966 letter as follows:

| Item | Project | Location | Work |
|---|---|---|---|
| 441 | I-405-8(14)302 | S.W. Montgomery - Broadway | Traffic Signals |
| 442 | I-5-5(32)293 | S. Tigard Interchange | Gr., pave, & Str. |

You are authorized to proceed with utility preparatory work on Item 442, effective this date.

The urban transportation planning requirements of IM 50-2-65 are considered to have been satisfied under paragraph B2 and B3 for Items 441 and 442, respectively.

We understand that a portion of the proposed contract involving Item 442, which is located on FAS Route 628, will be programed at a later date.

This action provides for 0.92 miles of construction estimated to cost $782,000 of which $720,000 is reserved as Federal-aid Interstate funds.

REFERRED TO
Young
By Asst. State Hwy. Engr.
4-5-66

RECEIVED
MAR 31 1966
OFFICE OF
STATE HIGHWAY ENGINEER

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

RECEIVED
MAR 9 - 1966
OREGON STATE HIGHWAY DEPARTMENT
FOR FILING

I-5-5(32)279

TO: MEMO TO FILES

SUBJECT: City of Tigard - Sewer Adjustment
Pac Hwy (1W) - Pac Hwy (I-5) Sect., Beav.-Tigard Hwy *144

FROM: Co-City Division

DATE: March 8, 1966

The matter of sewer line relocation & adjustment in the City of Tigard perlaining to subject project has been discussed with Fred Eriksen (Designer) and Jack Hesla (Utilities Field Engnr.) as to participation by State.

It appears that State shall bear the cost of this relocation as it is a City utility (formerly private). The State, however, should be responsible only for replacement in kind (8" line) & in the event of a larger line (15" line-suggested in part by City) the City should be responsible for the larger size over 8" line, including manholes, ete connector lines.

The relocated line should not cross diagonal across the State rt-of-way but should probably follow 79th or 80th Ave. & continue along the easterly rt-of-way or easterly city limits to connect to the existing pipe being installed on the highway at approx. Eng. Sta. 423+00.

This matter should possibly be discussed with the Legal Division prior to any further design or consideration in this matter due to the involvement of the utilities.

The City does not appear to have money to accomplish this on their own therefore, which ever method is used (State expence) or (State install - City reimburse when financially able)

D.N. Harwood
(SIGNATURE)

PLEASE REPLY HERE

NOTED
F.B. KLABOE

cc: Klaboe - Barbee - Erikson - Eubanks - Litchfield - Hesla

(SIGNATURE) (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1ST 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

1

Eriksen

FORM S-59 9M 3-65 SP*5470-784

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon 97213
March 4, 1966

To: Mr. T. W. Litchfield
Utilities Liaison Engineer
State Highway Department
Salem, Oregon 97310

SUBJECT: City of Tigard Sewer Adjustment in 99W
Pacific Highway West-S. Tigard Interchange
Beaverton-Tigard Highway
Washington County

Enclosed are sketches obtained from Gilbert R. Meigs, Stevens & Thompson, pertaining to sewer facilities of the City of Tigard.

Mr. Meigs was shown plans for adjustment of the existing 8-inch sewer line in 99W and spoke in favor of the one proposed by the Rural Design Section. He did, however, suggest a change in this route to meet the route shown on the enclosed sketch suggested to the City of Tigard as noted in his accompanying letter.

If the costs of this sewer line adjustment are to be borne by the OSHD, we should only be responsible for replacing the facility in kind. Mr. Meigs was advised any costs for an increase in the size of the sewer line would be chargeable to the City of Tigard, if the OSHD makes this adjustment a part of the contract.

Enclosed also is a sketch noting the location of a 15-inch sewer line crossing which is to be installed by the State's contractor for the SPRR O'xing-Pacific Highway West Section. The City of Tigard has negotiated for this installation. Mr. Meigs believes this 15-inch line would allow the tie-in of the 99W sewer line to be made on the northeasterly side of the alignment as noted on his sketch.

The water line crossing at Station 415+15 may be deleted from the plans.

Please forward this information to Rural Design Section for their approval.

Jack Hesla

Jack Hesla
Field Utilities Liaison Engineer

JH:sh
Enclosures
cc Mr. L. W. Rulien
Mr. D. D. Rohrbough

STEVENS & THOMPSON, INC. Consulting Engineers
INVESTIGATIONS • REPORTS • DESIGN AND SUPERVISION OF CONSTRUCTION
PORTLAND, OREGON
SEATTLE, WASHINGTON

63-P-220-4

March 2, 1966

REPLY TO: 5505 S. E. MILWAUKIE AVE.
POST OFFICE BOX 02201
PORTLAND, OREGON 97202
PHONE - (503) 234-0781

Oregon Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

Attn: Mr. Jack Hesla

Re: Tigard Sewer Relocation

Dear Mr. Hesla:

Enclosed are two sketches showing a sewer relocation plan that we have suggested to Tigard as being necessary when work begins on the Beaverton-Tigard Highway grade separation at S. W. Pacific Highway.

The 8" line to be severed must serve the General Motors property and that above the G. M. Corporation. As-built plans indicate that G. M. is connected 190 feet east of a manhole opposite Highway Station "99W" 52+50. This service evidently enters the sewer at a 45° angle that extends to the property line.

The line suggested to the City runs down S. W. 79th as indicated and thus makes service available to some 20 residential properties on S. W. 79th. This line changes from 8" to 15" at a point opposite a small creek flowing from the northeast. The 15" line would connect to a 15" pipe being laid beneath the fill at Station 423+00, as shown on the drawing given you on March 2, at our office. From the crossing, a 15" line would run to Hunziker road where an existing gravity sewer is located.

We appreciate being consulted at this time and will be happy to give further comment as you may request.

Very truly yours,

STEVENS & THOMPSON, INC.

By Gilbert R. Meigs
Gilbert R. Meigs

grm/ct
cc - City of Tigard

# TIGARD

## WASHINGTON COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

LEGEND

Post Office · Public Bldg. · CH—City Hall

School

S.W. PFAFFLE ST. · S.W. 82ND AVE. · S.W. 78TH · M.P. 8.03 · TO PORTLAND · NO. 5

M.P. 4.74 · TUALATIN · S.W. LACEY AVE. · S.W. WARNER AVE. · S.W. LACEY CT.

EXISTING 8" · PACIFIC HWY. · S.W. VILLA AVE. · S.W. DUVALL ST.

S.W. ATLANTA ST. · S.W. HAINES ST. · S.W. BAYLOR ST. · S.W. CLINTON ST. · S.W. DARTMOUTH ST. · S.W. ELMHURST ST. · S.W. FRANKLIN ST. · S.W. GONZAGA ST. · S.W. HAMPTON ST. · S.W. IRVING ST. · S.W. VARNS ST. · S.W. FIR ST.

S.W. 72ND AVE. · S.W. 70TH AVE. · S.W. 69TH AVE. · S.W. 68TH AVE. · S.W. 67TH AVE. · S.W. 66TH AVE. · S.W. 65TH AVE.

S.W. 87TH AVE. · S.W. GARDEN PL. · M.P. 8.82 HWY. 1W · M.P. 4.92 HWY. 141 · S.W. 80TH AVE. · S.W. RIDER RD. · S.W. 79TH AVE.

6" · 15" (future) in O.E.A. (1967) · 15" · 15" · UNDER CONSTRUCTION · 15"

BEAVERTON-SCOFFINS ST. · S.W. KNOLL DR. · HOFFARBER ST. · S.W. HERMOSO WAY · S.W. BEVELAND RD. · S.W. BEVELAND ST.

EXISTING · HUNZIKER · BEAVERTON-TIGARD HWY.

S.W. 76TH AVE. · S.W. 77TH AVE. · S.W. 75TH AVE. · S.W. 72ND

PACIFIC SEATTLE RAILWAY CO. · PACIFIC HWY. 5 · (MATCH TO LAKE OSWEGO SHEET 1)

85TH · 53 · 217 · SHEET 2)

STATE COPY

To Oregon Division

RECEIVED
MAR 18 1966
FOR FILING

F-S-S(32)23
C845

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 25, 1966

RECEIVED
MAR 9 1966
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]-I-5 Section

Copy to Merchant 3-17-66

APPROVED DATE MAR 8 1966.
A. W. Parsons, Division Engineer
Oregon Div., Bureau of Public Roads
By [illegible] Title Dpty. Engr.

NOTED
TOM EDWARDS

[illegible] that the [illegible] will be founded on steel piling.

[illegible] are sending you here prints as our preliminary submission for your [illegible]

Very truly yours,

Ivan D. Merchant
Bridge Engineer

[illegible]
Attached

cc: [illegible]
Mr. C. H. Hixson

RECEIVED
JAN 24 1966
FORM E-20X—50M—12-65 64677

FOR FILING
I-5-5(32) 293
6845

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1966

SUBJECT: Pacific Hwy., West, Interstate 5
Sec.—Beaverton-Tigard Hwy.,
Washington County

To: L. H. Young
Office Engineer
O f f i c e

The subject project has been reviewed by this office and appears to comply with the requirements of Paragraph B-3 of Bureau of Public Road's IM 50-2-65 for programming of F-A projects within urbanized areas.

In order to obtain Public Road's approval under Paragraph B-3 of IM 50-2-65, the following supporting statements should be included:

1. That a substantial portion of the right-of-way for the project has been acquired.

2. That the detailed location and preliminary design has previously been approved by Public Roads.

3. That acceptance of the location and design of the project by all affected jurisdictions has been secured and previously submitted to Public Roads.

Additional supporting material from the Portland-Vancouver Metropolitan Transportation Study will not be required for this project.

ORIGINAL SIGNED BY L. E. GEORGE

L. E. George
Assistant Traffic Engineer

OEJ:djb
cc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
JAN 21 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Commissioners
Wayne E. Phillips, Baker
Chairman
Tallant Greenough, Coquille
Vice-Chairman
John P. Amacher, Winchester
J. Pat Metke, Bend
Joseph W. Smith, Klamath Falls

I-5-5(32)293

6845

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

December 1, 1965

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. F. D. Morgan

Dear Sir:

This letter is in reply to yours of November 10, 1965 which listed ten projects for our approval.

Approval is hereby given for the following listed projects, with recommendations for several of them following:

1. Rufus-Quinton Section, Columbia River Highway, Sherman & Gilliam Counties.
2. Wankers Corner-West Linn Section, FAS 120, Clackamas County.
3. Mt. Angel-Silverton Section, Hillsboro-Silverton Highway, Marion County.
4. Cascade Locks-Mitchell Point Section, Columbia River Highway, Hood River County.
5. Orleans-Calapooya River Section, Corvallis-Lebanon Highway, Linn County.
6. Cow Creek Rest Area, Pacific Highway, Douglas County.
7. Roberts Mountain-Myrtle Creek Section, Pacific Highway, Douglas County.
8. South Umpqua Safety Rest Area, Pacific Highway, Douglas County.
9. Pacific Highway West-South Tigard Interchange Section, Beaverton-Tigard Highway, Washington County.

Regarding the Mt. Angel-Silverton Section, protection is needed for migrant salmonids in the area of the channel change on Abiqua Creek. Siltation should be avoided, and work in the stream confined to the period after July 1.

Routing

Morgan
Decker
Bond
Barboo
Walker
Glenn
Swan

RECEIVED
DEC 3 1965
CONSTRUCTION
DIVISION

Peace
Merelock
Trout
Scott
Wille
Litchfield
Olson

On the Orleans-Calapooya River Section, it is assumed that a bridge will be used to cross the Calapooya River. This stream contains migrating salmon and steelhead, and consequently any construction in the stream should commence after July 1.

We have not included approval of the Burnside-Big Creek Section in this letter. Our comments regarding this will be sent in a few days, as certain aspects of this project are still being investigated.

Very truly yours,

P. M. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:dm

cc: Director OFC

12-3-65
Copies to:
F. B. Klaboe
L. H. Young
Frank Hall (9)
T. C. Roake
J. E. Morelock
L. W. Rulien (6)
R. D. Asburry (4)
L. R. Chandler (6)
J. F. Putnam (2)

fp

RECEIVED
NOV 23 1965

COMMISSIONERS:
HERMAN F. NEIERJURGEN, CHAIRMAN, BEAVERTON
EDW. C. HUFFSCHMIDT, PORTLAND
LEONARD N. HALL, CHARLESTON

7-5-5(22)-14

6445

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 97201

Routing
Barbee
Walker
Glenn
Swan
Peets
Moreland
Trout
Scott
Wells
Litchfield
Olson

RECEIVED
NOV 19 1965
CONSTRUCTION
DIVISION

November 18, 1965

Mr. Forrest Cooper
State Highway Engineer
Highway Building
Salem, Oregon 97310

Attention Mr. D. J. Barbee

Dear Mr. Cooper:

The following listed plan title sheets transmitted to us by your letter dated November 10, 1965 have been examined. Our comments are listed below in conjunction with the listed projects.

Wanker Corner-West Linn Section, FAS 120, Clackamas County.

Fish passage must be maintained at the Tualatin River crossing.

Burnside-Big Creek Section, Columbia River Highway, Clatsop County.

Mary Creek, Bear Creek and Ferris Creek crossings must have passage on the relocated section of highway.

Cascade Locks - Mitchell Point Section, Columbia River Highway, Hood River County.

As stated in our letter of comments to you dated January 20, 1964 and reiterated here again, we request fish passage be provided at Herman Creek, Lindsey Creek and Starvation Creek.

Orleans-Calapooya River Section, Corvallis-Lebanon Highway, Linn County.

Fish passage must be maintained at the Calapooya River crossing.

Pacific Highway West - South Tigard Interchange Section,
Beaverton - Tigard Highway, Washington County.

We anticipate no conflicts with the fishery resource as a result of this project from the limits of the Baldock Freeway to Sunset Highway.

Your bringing these projects to our attention for comment is appreciated.

Sincerely,

Edw. K. Neubauer

EDW. K. NEUBAUER
DIRECTOR OF ENGINEERING

11-19-65
Copies to:
F. B. Klaboe
L. H. Young
Frank Hall (5)
T. C. Roake
J. E. Morelock
L. W. Rulien (6)
R. D. Asburry (4)

fp

13-1105 Burns-Riddle Ore Valleur [illegible]. 1966
[illegible] ec., Central Oregon Hwy.
6876 Nine bridges

13-7165 Burns-Riddle Fork Pelleur : . 1/66
Sec., Central Oregon Dist.
46746 Nine bridges

RECEIVED
MAR 8 - 1967

13-1105

6846

March 8, 1967

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 6846 awarded to Mann Construction Company, Inc., for nine structures on the Burns-Middle Fork Malheur River Section of the Central Oregon Highway in Harney County was completed on December 2, 1966, and accepted by the Highway Commission on March 6, 1967.

Final payment in the amount of $8,368.07 will be released to the contractor after March 15, 1967. The total contract amount is $268,997.88 including $220.80 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Cuery, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc Mann Construction Co., Inc.
P.O. Box 595
Redmond, Oregon 97756

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
MAR 7 - 1967
FOR FILING
13-1105
6846

March 6, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed December 2, 1966, on Contract No. 6846. The contract was with Mann Construction Company, Inc., and was for construction of nine structures on the Burns-Middle Fork Malheur River Section of the Central Oregon Highway in Harney County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 6, 1967, and that you concur in this procedure at the Commission meeting on March 14.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
C. H. Maison
L. H. Young

srb fn

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Burns-Middle Fork Malheur River | | WEEK ENDING: December 11, 1966 |
| | | SECTION PREFIX: 13-1105 |
| HIGHWAY: Central Oregon | | COUNTY: Harney |
| NAME OF JOB: Burns-Middle Fork Malheur River | KIND OF WORK: Bridge Construction | |
| CONTRACTOR: Mann Construction | CONTRACT NUMBER: 6846 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 21, 1966 | ESTIMATED COMPLETION DATE: December 2, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS 180 | CALENDAR DAYS USED 172 |
| | SPECIFIED COMPLETION DATE: December 10, 1966 | PERCENT OF TIME ELAPSED: 95% |
| PROJECT AUTHORIZATION: $ 309,252.37 | ENGINEERING AUTHORIZATION $ 21,991.28 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100% |
| EXCLUSIVE OF ENGINEERING: $ 287,261.09 | ENGINEERING COST TO DATE $ 20,000.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100% |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 287,261.09 | | DATE PROJECT WAS COMPLETED: December 2, 1966 |
| ESTIMATED PERCENT OVERRUN UNDERRUN 0 % | PERCENT OF AUTHORIZATION 91 % | |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | | | | | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

None

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | 3514A | 3515A | 3517A | 3518A | 2308A | 2309A | 1961A | 1962A | 3605A |
|---|---|---|---|---|---|---|---|---|---|
| PERCENT | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY 11 | Ptly Cldy | | | Project completed 12/2/66 |
| MONDAY 12 | Overcast | | | |
| TUESDAY 13 | Rain | | | |
| WEDNESDAY 14 | Clear | | | |
| THURSDAY 15 | Clear | | | |
| FRIDAY 16 | | | | |
| SATURDAY 17 | Ptly Cldy | | | |

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY 11 | No Activity |
| MONDAY 12 | No Activity |
| TUESDAY 13 | No Activity |
| WEDNESDAY 14 | No Activity |
| THURSDAY 15 | No Activity |
| FRIDAY 16 | No Activity |
| SATURDAY 10 | No Activity |

## REMARKS

Status: Project Completed

Semi-Final is expected to be sent in by 12/23/66

SIGNED Harry E. Hardcastle LOCATION John Day

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
AUG 12 1966
FOR FILING

13-1105

6846

August 11, 1966

Cramer & Gronso
Attorneys at Law
P. O. Box 646
Burns, Oregon 97720

Attention: Wendell Gronso

Gentlemen:

Mann Construction Company, Inc., has been awarded Contract No. 6846 for nine structures on the Burns-Middle Fork Malheur River Section of the Central Oregon Highway in Harney County.

It appears that one of these structures may be the one referred to in your letter of August 9.

By separate mail we are forwarding to you a copy of Contract No. 6846.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jf

WILLIAM D. CRAMER
WENDELL GRONSO

CRAMER & GRONSO
ATTORNEYS AT LAW
BURNS, OREGON 97720

P. O. BOX 646
PHONE 3121

August 9, 1966

Oregon State Highway Commission
State of Oregon
Salem, Oregon 97310

Gentlemen:

A bridge is being constructed at Milepost 135.2 on U. S. Highway No. 20 approximately four miles East of Burns, Oregon.

The contractor is Mann Con struction Company. According to the Corporation Commissioner there is a Mann Construction assumed business name certificate filed by Richard Mann, N. Wilcox Road, Redmond, Oregon. There is a Mann Construction Co., Inc., and the registered agent for the service of process is Richard E. Mann.

Would you be so kind as to let me know which of these two entities has entered into a contract with the State Highway Commission for the construction of this bridge. Also I would appreciate a copy of the contract since I am interested in what responsibilities the contractor undertook as to warning signs, etc.

This office represents the Estate of Tom O'Toole, who was killed in an automobile accident at this bridge on July 23, 1966.

Yours very truly,

CRAMER & GRONSO

By_____
Wendell Gronso

WG/msl

RECEIVED
AUG 11 1966
STATE

RECEIVED
JUN 1 1966
HIGHWAY DIVISION

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. ANDERSON
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

13-11C5
1146

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
State Highway Engineer
R. L. PORTER
Deputy State Hwy. Engr.
G. E. ROHDE
Chief Counsel

May 25, 1966

Mann Construction Company, Inc.
P. O. Box 595
Redmond, Oregon

Gentlemen:

The State Highway Commission on May 23, 1966, awarded to you State Highway Contract No. 6146 for the following project:

Nine bridges on the Burns-Middle Fork Malheur River Section of the Central Oregon Highway in Harney County.

This award was based on your bid of $261,891.00 which was submitted to the Commission on May 19, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)
I. D. Merchant

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APR 21 1966
FOR FILES

12-11C
C-446

Commissioners
J. [illegible] Metke, Bend
Chairman
Wayne [illegible], Salem
Vice-Chairman
John [illegible], Winchester
Tallant Greenough, Coquille
Joseph W. Smith, Klamath Falls

Mailing Address
P. O. Box 3503
Portland, Oregon 97208

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
PORTLAND

April 14, 1966

State Highway Engineer
State Highway Department
Salem, Oregon 97310

Attention: Mr. Ivan D. Merchant

NOTED
F. B. KLABOE

Dear Sir:

We are replying to your letter of April 8, 1966 requesting our comments on eight Central Oregon Highway bridges.

The plans have been reviewed and we feel that no conflict with wildlife resources will result with these stream crossing structures. The plans are approved.

We appreciate the opportunity to comment on the plans.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK/dm
cc
F. B. Klaboe
L. H. Young
Frank Hall (2)
J. E. Morelock
F. D. Morgan
A. F. Parsons (2)

RECEIVED
APR 18 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM APR 18 1966 PM
7,8,9,10,11,12,1,2,3,4,5,6

18-1128 Chemult- enz . ec., .e 1966
Valles-Calif. Pwr. Grading
#6847 and paving)

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END FILE
18-1128
6747

August 15, 1968

US Fidelity & Guaranty Company
Portland Office
201 Oregon Bank Building
Portland, Oregon 97204

Gentlemen:

A post final payment for $31,849.81 will be made to L. W. Vail Company, Inc., on Contract No. 6847 for grading and paving on the Chemult-Lems Road Section of The Dalles-California Highway in Klamath County, as soon as the warrant is prepared.

The total amount paid on this contract will be $707,884.54, including the post-final payment. Of the total, $4,721.65 is for force account work.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

gc

cc: L. W. Vail Co., Inc.
1948 North 4th Street
Pasco, Washington 99301

C. H. Maison
Attn: John Herr

RECEIVED
JUL 16 1968
FOR FILING

18-1128

6847

Salem, Oregon 97310
July 15, 1968

Chemult-Lenz Road Section
The Dalles-California Highway

Mr. F. D. Morgan
Construction Engineer
B U I L D I N G

Attention Mr. John Bond

I have received word from Mr. Kobin that the contractor for this section will accept an adjustment of the quantities as final and complete payment for the entire project as follows:

The State will pay 75 percent of the cost of the anti-stripping additive without any allowance for overhead factors. The contractor will not press his claim for the return of assessed liquidated damages.

Please therefore make up the proper documents to cover this adjustment of the final estimate. I suggest that you show me the documents that you are going to use to cover this matter before you actually send them to him.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: Victor D. Wolfe

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12-1128

6-47

SP°23611-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 19, 1968

SUBJECT: Chemult-Lenz Road
Contract No. 6847
Claim for Anti-Stripping Additive

To: MEMO TO THE FILES

THIS REPORT IS PREPARED IN CONTEMPLATION OF POSSIBLE LITIGATION AND IS REGARDED AS A PRIVILEGED COMMUNICATION

A meeting was held in the Construction Engineer's office the afternoon of February 15 with the following people present:

Norman Kobin )
Lee Alexander ) Representing Contractor L. W. Vail Company
F. D. Morgan )
J. F. Putnam )
W. Robertson ) Oregon State Highway Department
M. N. Juve )
Ed Johnsen )
John Bond )

NOTED
F.B. KLABOE

This meeting was at the request of Mr. Kobin to discuss the contractor's claim for the cost of the anti-stripping additive used in the A. C. work on this project. Mr. Kobin summarized the contractor's position to the effect that all the A.C. rock came from the Forest Service-controlled portion of the quarry area. His discussion included "other features of tangential interest" - that the State had offered a source that did not look good and had been depleted by prior contracts; that the contractor had contacted the Forest Service before bidding, then later took eight core drill samples in the prospective source offered in the contract and this core drilling showed there was insufficient quantity of quality rock. It was stated that the invoice cost of the additive was approximately $21,000 to which 15 per cent should be added on the basis of Sections 4-4 and 9-8 of the Standard Specifications. Mr. Kobin stated that the matter could be settled for 75 per cent of this total and with no further claims regarding the liquidated damages for time (which amounts to $3,900).

We asked the question as to why the contractor had paid for the use of the private (Mortensen) property adjacent to the Forest Service property on a royalty basis computed on all rock used on the project. Mr. Kobin replied to the effect that the Mortenson's attorney had merely extracted the best possible

deal for his clients. The contractor produced a pencil sketch map on which the quarry face and the Forest Service property line were indicated. The position of the Forest Service boundary, as shown on this sketch, was allegedly derived at a meeting between the contractor and the Forest Service. This sketch shows the quarry face entirely on the Forest Service property.

Obviously the discussion to this point had produced no new valid proof of where the property line is located. The State representatives stated that as a compromise, they were still willing to recommend payment of 50 per cent of the additional cost (this was not specific as to whether it would include the 15 per cent allowance). The response from the contractor's attorney was they would not take it. It was then suggested by the State that consideration be given to the possibilities of a jointly-financed private survey to correctly establish the property line. The contractor would not agree to this procedure. The meeting therefore closed with nothing accomplished.

We are to check two points relating to this: (1) Mr. Putnam or Mr. Robertson will contact the local Forest Service people to try to learn more of the basis for the line shown on the contractor's sketch; (2) We will contact Mr. Jeter to see if there is any possibility of an aerial determination of the approximate location of the property line.

John A. Bond
Staff Assistant

JAB:ss:fw

cc: F. B. Klaboe
J. F. Putnam

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FEB 19 1968
OFFICE OF
STATE HIGHWAY ENGINEER

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FEB 1 - 1968

FOR FILING
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

W-11-8
6847

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

Jan. 4, 1968

Mr. Norman B. Kobin, Attorney
Kobin & Meyer
314 Oregon Bank Building
Portland, Oregon 97204

Dear Mr. Kobin:

Re: Contract No. 6847
Chemult-Lens Road Section
Claim for Anti-Stripping
Additive
L. W. Vail Co., Contractor

Please accept my apologies for the delay in responding to your letter regarding this matter. I have indeed been somewhat occupied with other business recently.

Having now reviewed your letter of December 22, I confess that I am uncertain as to whether I understand your question. Mr. Morgan's letter of December 18, 1967, to which you refer, seems reasonably clear to me. Perhaps the problem results from an over-supply of correspondence on both sides.

In any case, as I understand the situation, our personnel were and are of the opinion that no more than about one-third of the aggregates in question came from a state-controlled source, but orally expressed a willingness to recommend an adjustment based on the assumption that 50% of the materials came from a state-controlled source. Your clients, apparently, were of the opinion that a definite majority of the materials were from a state-controlled source, and orally expressed a willingness to accept an adjustment which assumed that 75% of the material came from a state-controlled source. Apparently, your client's letter of December 5 sets forth the cost of 100% of the additive used ($41,422.68).

Frankly, I believe the circumstances are such that the 50% basis is entirely fair and reasonable. Among these circumstances are the following: (1) The expense involved in a survey to establish the exact boundary between the publicly-owned and privately-owned portions of the quarry might approach or exceed the amount in controversy; (2) Such a survey would probably be inconclusive as to quantities in any event; (3) The plaintiff has the burden

NOTED
F. B. KLABOE

- 1968

of proof, and (4) the State may have a counterclaim based on the reasonable rental value, or reasonable royalties, arising from your client's removal of materials from the state-controlled portion of the quarry. As to this potential counterclaim, note that the source in question was not listed in the contract as a possible source of materials, and see Articles 6-2 (c); 6-3, Standard Specifications.

Be this as it may, we cannot recommend a compromise of more than the 50% basis mentioned above. If you feel that a conference would serve any useful purpose, our people have expressed a willingness to arrange such a meeting at a mutually convenient time. Otherwise, where, as you inquire, do we go from here?

As to the matter of a time extension, I understand that your client, in a previous request, submitted only one reason for additional time. This reason was deemed to be insufficient. As Mr. Morgan states in his letter of December 18, if your client has further reasons for requesting a time extension, another request setting forth such reasons and submitted through normal channels would be considered.

Hopefully, this will at least clarify the present status of this matter.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:FWH

cc- Mr. F. B. Klaboe
Mr. F. D. Morgan
Mr. G. E. Rohde

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DEC 19 1967

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, Member
PORTLAND
FRED W. HILL, MEMBER
HELIX

18-1138

NOTED
F. B. KLABOE 6847

2122

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 18, 1967

L. W. Vail Company
P. O. Box 847
Pasco, Washington 99301

ATTENTION: Mr. Lee Alexander
President

RE: Oregon State Highway Department
Contract No. 6847
Chemult-Lenz Road Section
Claim for Anti-stripping Additive and Remission of Liquidated Damages

Gentlemen:

Mr. Query has forwarded your December 5 letter concerning a two-part claim on the subject contract. Your attorney has also recently written to our Legal Division.

Our field people tried to negotiate directly with you regarding the first claim for cost of anti-stripping additive in asphalt. From the amount stated in your most recent letter, you apparently still seek all of the additive cost with no allowance whatsoever for aggregate material originating on other than State-controlled sources. We cannot agree to this. We are willing to discuss the matter in an effort to reach a compromise but must reject the claim as presented.

Your request for time extension submitted in October, 1966 was for 7 days for an alleged delay in receiving the A.C. mix design from the State. This was declined for the reason that Section 6-1 requires that materials be made available in advance of usage. In this case, by expediting delivery of samples to our Laboratory after crushing started September 26, working overtime in the Laboratory and phoning results back to the field, the mix design was available to you on October 7. This would appear to be completely in accord with the contract provisions. If you wish reconsideration on time extension, you should submit a request in the usual manner to the project engineer stating your reasons and analysis why time extension is due. This will then be acted upon through our regular channels.

JAB:ss:fw
bc: F. B. Klaboe
Alan Johansen - (See Note)
J. F. Putnam

Very truly yours,

Forrest Cooper
State Highway Engineer

By F. D. Morgan
F. D. Morgan
Construction Engineer

NOTE:TO JOHANSEN - This will also reply to your November 30 letter. See the attached copy of our December 6 report to Mr. Klaboe. for further information. You will note he concurs in 50% reimbursement for the additive, but this would have to be approved by the Commission.

# L. W. VAIL CO., INC.

L. W. VAIL, TREASURER
LEE ALEXANDER, PRESIDENT

**ASPHALT PAVING - - - ROOFING**
**GENERAL HIGHWAY CONSTRUCTION**

P. O. BOX 847

OFFICE ON NORTH FOURTH STREET
PASCO, WASHINGTON 99301

PHONE:
547-9511

December 5, 1967

Floyd Query,
Secretary
Oregon State Highway Department
Salem, Oregon 97310

RE: OSHD Contract No. 6847
Chemult-Lenz Road Section
Claim for Anti-Stripping
Additive and Remission of
Liquidated Damages

Dear Mr. Query:

Less than 90 days have elapsed since the mailing of the Final Estimate in the above matter. As you know, there is presently before your Legal Division and Construction Division our claim for the following:

1. Payment for Stripping Additive $41,422.68
2. Improper Withholding Liquidated Damages 3,900.00

In order to literally comply with the provisions of Section 9-16, Standard Specifications for 1964, you are advised that contractor makes claim for payment for the above noted items and contends that the omission of payment from the Final Estimate was in error.

The full details have previously been furnished to you and are under consideration as indicated.

Very truly yours,

L. W. VAIL CO., INC.

Lee Alexander

Lee Alexander,
President

LA/vc

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DEC 8 - 1967
FORM E-30 SOM 10-66

FOR FILE

12-11-28

6847

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 6, 1967

Salem, Oregon

RECEIVED
DEC - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

To: Mr. F. B. Klaboe
Asst. State Highway Engineer
BUILDING

SUBJECT: OSHD Contract No. 6847
L. W. Vail Company-Contractor
Chemult-Lenz Road Section
Claims for Anti-Stripping Additive
and Remission of Liquidated Damages

Mr. Johansen's November 30 letter indicates that we owe Mr. Kobin an answer on this claim. In view of the February 7 opinion from Mr. Johansen favoring payment for additive used with rock from a State source, the basic issue here has been the quantity of rock that came from such a source. We have thought that this could best be compromised on the ground and a meeting was held on July 14 at the quarry. This meeting is summarized in Mr. Putnam's July 20 memo attached. Mr. Putnam and the Resident Engineer favor a 50-50 division of the material whereby we would reimburse the contractor for 1/2 of his anti-stripping cost. The contractor sought 3/4. We fail to see how a meeting here can resolve where the quarry property line is and how much material came from either side of it. Settlement of this matter has to be purely as a compromise. We suggest Mr. Kobin be advised that we will reimburse for 50% of the anti-stripping cost. Do you concur? The total cost of additive was apparently around $42,000.

Regarding the liquidated damages; the contractor submitted a Request for Time Extension in October, 1966 requesting 7 days for an alleged delay in getting the AC mix design from the State. This was declined by Highway Commission at the December 19, 1966 meeting. No unreasonable delay was imposed on the contractor by the State. He started crushing AC aggregate on September 26 and had the mix design back on October 7. This was accomplished by expedited delivery of samples, overtime work in the lab, and phoning results back to field. Section 6-1 requires that materials be made available to us two weeks in advance of usage. We have had no further request for time extension. If the contractor has some additional reasons to justify a time extension he should submit them through the proper channels for consideration. I find no apparent valid reasons in a quick review of the project file. There were no major quantity overruns. The liquidated damages were minimized by a winter shutdown order. $3900 has been withheld.

copy to
— Bond

12-7-67 Approved subj. to comm. JBK.

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss

FORM 8-30 REV 10-65

Routing

F. Morgan

J. Docker

J. Bond

Pease

Morelock

Trout

Scott

Wills

Litchfield

Olson

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JUL 25 1967
CONSTRUCTION
DIVISION

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
July 20, 1967

Glenn

Swan

SUBJECT: Chemult-Lenz Road Project
Contract No. 6847

To:

MEMO TO THE FILES:

On Friday, July 14th, Resident Engineer Will Robertson and I met with Lee Alexander of L. W. Vail Company, Inc., at the quarry on subject project to discuss a compromise settlement for their claim for payment of antistrip additive used in the asphaltic concrete.

The history of this matter is that during the advertising period and before the letting of the contract, Resident Engineer Reid Meritt called me requesting an opinion as to whether the State would pay for the additive, if the contractor elected to utilize the quarry which was used but not set up as a prospective source. I called Mr. Frank Morgan and was advised that the State would not pay as the source was not stipulated. Both Mr. Meritt and Mr. Robertson advised all the contractors who contacted them of this decision. Both Mr. Vail and Mr. Alexander were advised of this fact on their inspection trip; however, Mr. Alexander now denies this. Later on in the contract, after the material was crushed, a claim was submitted, requesting payment for the additive. This was denied by the Construction Office. Also, the contractor contacted Lawyer Kobin in Portland, and later this office was advised that the Legal Department had given an opinion that the State was responsible for additive on any of the material which was removed from a State controlled source.

This quarry is under permit to the Department from the Forest Service. However, the northerly line of the permit is also the property line between private property and the Forest Service, and as there was some question as to the location of the line, the contractor made an agreement with the property owner to pay a royalty on everything removed from the quarry. The Forest Service ran a rough line down to the quarry;however, they were not sure that they were in the proper location and did not guarantee the line. Mr. Robertson was advised of the approximate location, as was Mr. Alexander. Mr. Robertson and I determined from a visual inspection that the line split the area which was utilized into about two equal parts. Mr. Alexander thought it was closer to three-quarters on the State and one-quarter on private property. He requested that they be paid for two-thirds of the additive utilized. I countered with the proposition that the State should pay 50 percent, but any more than 50 percent would require an actual location of property line. He advised that he would take this up with Mr. Vail and let me know. On July 20th, Mr. Alexander called and said that he had been advised by his lawyer to request three-fourth payment. I then told him that as this was a claim, that the burden of proving the amount which came from private property or State property rested with him, that I would have to stick with my original statement, and that we could not go more than 50 percent without proving that more than 50 percent came from State controlled property.

Also, during the meeting I was advised that the additive which was utilized in 1966 cost an additional $9.50 per ton, while that used in 1967 was $6.50. Mr. Robertson questions that the material used in 1966 was concentrated, as the barrels indicated refinery grade. Before settlement is made, this matter should be checked into.

Undoubtedly, Mr. Kobin will be contacting our Legal Department in the near future.

J. F. Putnam
Division Engineer

JFP:me
cc: Construction Division
Mr. W. W. Robertson

RECEIVED
DEC 7 - 1967
FOR FILING

18-1128

6847

December 6, 1967

Mr. Lee Alexander, President
L. W. Vail Company, Inc.
P. O. Box 847
Pasco, Washington 99301

Dear Mr. Alexander:

This will acknowledge receipt of your letter of December 5 concerning your claim for stripping additive and withholding damages on Contract 6847.

Your letter is being forwarded to the office of the State Highway Engineer for consideration.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkm

cc R. L. Porter

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DEC 1 - 1967
FOR FILING

12-1128
6847

RECEIVED
DEC 1 - 1967
OFFICE OF
STATE HIGHWAY ENGINEER

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
F. B. KLABOE

Salem, Oregon
November 30, 1967

To:

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

SUBJECT: OSHD Contract No. 6847
L. W. Vail Company -
Contractor
Chemult-Lenz Road Section
Claims for Anti-Stripping
Additive and Remission
of Liquidated Damages

Attention: Mr. John Bond

Enclosed are copies of Mr. Kobin's letter of November 28, 1967, and my reply bearing even date herewith.

As I understand it, allowance of this claim, or some portion thereof, has been approved in principle, and only the proper amount remains to be decided. I further recall that both the State and the Contractor have agreed in principle that some compromise might be appropriate, differing as to the proportion of the total cost involved, which should be paid by the State in order to compromise the matter.

This has been going on for some time, and it would seem appropriate to make some fairly specific reply to Mr. Kobin in the reasonably near future.

ALAN H. JOHANSEN
Staff Attorney

AHJ:rh
Encls.

cc: Mr. F. B. Klaboe

FORM E-123X 10M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

November 30, 1967

Mr. Norman B. Kobin
Kobin & Meyer
Attorneys at Law
314 Oregon Bank Building
Portland, Oregon 97204

Re: OSHD Contract No. 6847
L. W. Vail Company -
Contractor
Chemult-Lenz Road Section
Claims for Anti-Stripping
Additive and Remission
of Liquidated Damages

Dear Norm:

This will acknowledge receipt of your letter dated November 28, 1967, a copy of which I am forwarding to the Construction Division, with a request for advice as to the status of this claim at the present time.

Regarding your question whether your client's transmittal letter, when he returned the final estimate, complies with the contract requirements for submission of a claim, I have not seen the letter to the best of my knowledge, and am not in a position to comment thereon. If, however, you have any doubts whether it constitutes "an itemized statement of any and all claims which he has for additional compensation earned under the contract", I would suggest that you submit such further statement as might be deemed necessary.

As you know, of course, I am not in a position to either relax or waive the contract requirements in this regard.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

ALAN H. JOHANSEN
Staff Attorney

AHJ:rh

cc: Mr. F. B. Klaboe
Mr. F. D. Morgan -
Attention: John Bond

NORMAN B. KOBIN
PAUL R. MEYER
CHARLES L. KOBIN
JACK L. JOYCE

LEO LEVENSON
OF COUNSEL

KOBIN & MEYER
ATTORNEYS AT LAW
314 OREGON BANK BUILDING
PORTLAND, OREGON 97204

223-1108

November 28, 1967

RECEIVED
NOV 29 1967
LEGAL & RIGHT OF WAY

Mr. Alan H. Johansen
Staff Attorney
Oregon State Highway Department
Salem, Oregon 97310

Re: L. W. Vail Company - Contractor
OSHD Contract No. 6847
Chemult-Lenz Road Section
Stripping Additive: $41,422.68
Liquidated Damages: $3,900.00

Dear Alan:

I have discussed this matter with you on several occasions. The last time we talked was at your office several weeks ago. At that time you attempted to contact Mr. Bond, but were advised that he would be away from the office for a few days, and you were to contact me shortly thereafter.

I would hope that you are presently in a position to resolve this matter. I would ask that you devote your immediate attention to so doing, and would appreciate a call from you upon receipt of this letter.

The delay is of additional concern to me. The Final Estimate was received September 11, 1967. My client returned the Final Estimate. In the letter of transmittal my client mentions the fact that signing the Final Estimate does not waive its right to resist the imposition of liquidated damages and does not waive its right to recover for the additive. There is some doubt in my mind as to whether this notice fulfills the requirement of the Standard Specifications for claims of error and omission from the Final Estimate. The 90-day period within which we must act would be up on December 10, 1967. Assuming the matter is not settled by this date, would it be your opinion that we must enlarge upon the letter transmitting the Final Estimate?

Very truly yours,

NORMAN B. KOBIN

NBK/dc
cc - L. W. Vail Company, Inc.

RECEIVED
OCT 4 - 1967
FORM E-30X—50M—7-66
FOR FILING

18-1128

6847

BP*23811-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1967

To: Mr. Al Johansen
Staff Attorney
BUILDING

SUBJECT: Chemult-Lenz Road
Contract No. 6847
Anti Stripping Additive Claim

Herewith is a copy of a July 20 memo from Division Engineer Putnam showing status of this matter as I discussed with you earlier this week. Our field people were not able to reach a compromise agreement with the contractor as to how much of the aggregate came from the Forest Service portion of the quarry. I note that the contractor has never presented a specific claim amount or a specific quantity of anti stripping additive involved. I believe he should do this as there may well be some question on the total additive cost as indicated on the second page of Mr. Putnam's memo. Even if we could ultimately get together on the aggregate quantity we would still have to document the additive amount.

If we can successfully resolve these two items to our satisfaction we will still have to present our recommendation to higher authority. Your February 7 letter to Mr. Klaboe sets forth a specification basis for adjustment on the additive cost so that we are only arguing now about the details on the amount.

F. D. Morgan
Construction Engineer

By: John A. Bond

John A. Bond
Staff Assistant

JAB:ss

cc: F. B. Klaboe

RECEIVED
OCT 3 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 14 1967
FOR FILING
18-1128
6847

C

September 13, 1967

U. S. Fidelity & Guaranty Company
Portland Office
201 Oregon Bank Building
Portland, Oregon 97204

Gentlemen:

Contract No. 6847 awarded to L. W. Vail Company, Inc., for grading and paving the Chemult-Lens Road Section of The Dalles-California Highway in Klamath County was completed on July 10, 1967, and accepted by the Highway Commission on September 12, 1967.

Final payment in the amount of $20,139.39 will be released to the contractor after September 20, 1967. The total contract amount is $676,034.73 including $4,721.65 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhn

cc L. W. Vail Company, Inc.
1948 North 4th Street
Pasco, Washington 99301

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
SEP 13 1967
FOR FILING
18-1128
6847

September 12, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed July 10, 1967, on Contract No. 6847. The contract was with L. W. Vail Company, Inc., and was for grading and paving on the Chemult-Lena Road Section on The Dalles-California Highway in Klamath County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective September 12, 1967, and that you concur in this procedure at the Commission meeting on October 31.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
V. D. Wolfe
F. D. Morgan
C. K. Maison
L. H. Young
J. F. Putnam

RLP:ms kf

18-1128

FORM E-1 REV 12-63

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| | SECTION: Chemult-Lenz Road | WEEK ENDING: August 25, 1967 |
| | | SECTION PREFIX: 18-1128-900 |
| | HIGHWAY: The Dalles-California | COUNTY: Klamath |
| NAME OF JOB: Chemult-Lenz Road | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: L. W. Vail Co., Inc. | CONTRACT NUMBER: 6847 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 14, 1966 | ESTIMATED COMPLETION DATE: |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION: | SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS 145 | WORK DAYS USED / CALENDAR DAYS USED 171 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 117.9 |
| PROJECT AUTHORIZATION: $788,460.75 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $732,008.43 | ENGINEERING AUTHORIZATION: $56,452.32 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $671,583.71 | ENGINEERING COST TO DATE: $67,500. | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 93.7 |
| ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 8.3 % | PERCENT OF AUTHORIZATION 119.6% | DATE PROJECT WAS COMPLETED: July 10, 1967 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| N/A | N/A | 100 | 100 | 100 | 100 | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 17.43 | 17.43 | | | 17.43 |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 17.43 | 17.43 | | | 17.43 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | $44,715 | 70,500 T | | | 84,700 T |
| TOTAL QUANTITIES CORRECTED TO DATE | $39,732 | 64,441 T | | | 83,923 T |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | $39,732 | 64,441 T | | | 83,923 T |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | calendar | | | | | | | |

| | | WEATHER | ~~XXX~~ DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|---|
| SUNDAY | 20 | Fair | 0 | | Project Completed July 10, 1967 |
| MONDAY | 21 | Fair/Cloudy | 0 | | |
| TUESDAY | 22 | Fair | 0 | | |
| WEDNESDAY | 23 | Fair | 0 | | |
| THURSDAY | 24 | Fair | 0 | | |
| FRIDAY | 25 | Fair | 0 | | |
| SATURDAY | 19 | Fair | 0 | | |

Routing

RECEIVED

BEN GIFFORD

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

**REMARKS**

Submitted semi-final estimate to Division Office August 24, 1967.

This will be final weekly report submitted from this office on this project.

SIGNED H. H. Robertson LOCATION Bend 97701

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP*F216

RECEIVED
FEB 9 1967

FORM E-30 (REV. 10-65) SP*23401-734

FOR FILING
1128
6847

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1967

To: F. B. Klaboe
Asst. State Highway Engineer

SUBJECT: Chemult-Lenz Road Section
Contract No. 6847
Rock Sources
Anti-stripping Additive

1336
1360

Building

As requested in your interdepartment letter of January 20, 1967, I have examined the correspondence relating to this claim, as well as pertinent contract provisions, and the Special Use Permit from the U. S. Forest Service covering the source from which the contractor obtained his aggregates.

For reasons to be set forth below, I have concluded that the source in question is a "State-owned or State-controlled source....", within the meaning of Article 310-2.1 (c), as revised by the Supplemental Standard Specifications, for which separate payment for the additive should be made.

Legal research proved to be of little assistance in determining the meaning of "State-owned or State-controlled" as used in the specifications. I found there are a number of cases defining, for particular purposes, such terms as "owned", "controlled", or "owned or controlled." None of such cases, however, were found to involve documents or facts even vaguely similar to those involved here. However, it may be said that the control contemplated by the phrase "owned or controlled" does not necessarily mean exclusive control. See St. Louis Southwestern Ry. Co. v. State Tax Commission (Mo.) 319 SW 2d 559, 562, where it was held that a railroad which had sufficient control of tracks owned by another and located outside the state, under a trackage agreement, to operate its rolling stock thereon the same as over the rest of its system, "owned or controlled" such trackage for purposes of a statute relating to taxing railroads' rolling stock.

Here, since we used the language "State-owned or State-controlled", it must be assumed that we were referring to sources not limited to those which we owned outright or in fee simple. If we intended to limit the provision only to sources designated as prospective sources in the special provisions, it would have been a simple matter to have said so, as the phrase "designated source" is used elsewhere in the contract. Under the circumstances, it appears probable that our specifications would be held to refer to sources from which the state is entitled to extract rock, either as the absolute owner, or under a lease or other permit from the fee owner.

The Special Use Permit from the Forest Service (Quarry and Gravel Pits File No. Q1662) is not very specific in defining the nature of our rights. However,

2-8-67 - J. Bond instructed to set up meeting with Mr. Klaboe.

NOTED
F. B. KLABOE

it is provided that no charge or payment is required for our use of the premises as a "quarry, stockpile site and access road...." It also seems to be clearly contemplated that the state, either directly or through its contractors, is to be allowed to remove rock from the quarry. Reference is particularly directed to Condition 22 of the permit, which states that "The Forest Service reserves the right to enter the pit at any time and remove without charge material needed for Forest Service projects. Forest Service use of the quarry will be planned to preclude interference with operations by State Highway Department or its contractors."

Thus, it is my conclusion that in all likelihood this was a source owned or controlled by the state, within the meaning of the specifications relating to anti-stripping additive.

It has not been overlooked that the contractor, by virtue of arrangements he made with the owner of adjacent private property, agreed to pay the Mortensons a royalty on all material removed, regardless of whether it came from Forest Service land or the Mortenson's land. Insofar as this relates to the removal of materials from the Forest Service land, it appears that Mortenson had no right to exact such a royalty, and the contractor's willingness to pay it would have no effect on the otherwise apparent status of the site as a state-owned or controlled source.

It is noted that according to Mr. Kobin's letter of January 12, the contractor expresses the opinion that "substantially all" of the materials have been mined from Forest Service property. If this is true, it would appear that this claim is well-founded.

However, if a survey would show that some substantial part of the aggregates in question were taken from privately-owned land, we should not be obligated to pay for the additive necessary for that portion of the materials. In his interdepartment letter of January 18, Mr. Bond estimates that the total amount of money involved here will be approximately $30,000. I am not advised as to what it might cost to run a survey and determine where the property line lies, but if such a survey <u>did</u> reveal that a substantial portion of the materials have been and will be removed from private property, this would of course afford a reasonable basis for reducing the amount of the claim.

Alan H. Johansen

ALAN H. JOHANSEN
Staff Attorney

AHJ:gw
cc: Victor Wolfe
G. E. Rohde
F. D. Morgan
Attn.: John Bond

RECEIVED
FEB 7 67
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 50M 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 18, 1967

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Chemult-Lenz Road
Contract No. 6847
Rock Sources
Anti-stripping Additive
FBK Assignment No. 1336

We sent you a copy of our December 15 letter to Mr. Putnam setting forth the three reasons which we felt were arguments against the State's paying for the anti-stripping additive used on this project. For your convenience, a copy of this letter is attached, a print of the sketch map No. 1R-5-1237 showing the location of the two material sources involved, and a copy of a July 12 letter from Attorney George H. Proctor to the L.W. Vail Company, which sets forth the contractor's understanding with an adjacent property owner whereby the contractor pays $ .03 per cubic yard on all material taken from the Forest Service-Mortenson source.

(of our Dec. 15 letter)

Mr. Kobin's letter refers mostly to Paragraph No. 1, arguing that the Forest Service Special Permit area is State controlled as the term is used in the anti-stripping special provision. It can probably be argued whether our holding a special use permit constitutes control. It surely is not the same degree of control that we hold by outright ownership or by a lease.

Regardless of this, we still believe the best reason to resist payment is in Paragraph 3. How can material clearly be State controlled if the contractor is paying some private party $ .03 per cubic yard for it? Since the contractor has retained counsel, our position should be reviewed by our Legal Division, and we are sending copies of pertinent data to them with this letter.

The Forest Service site was not listed as a prospective source at the time of bidding because it was not realized that we still held a use permit on it then. It was after the contractor became involved in choosing which source to go into that our people learned from the Forest Service locally that we held an existing permit.

NOTED
F. B. KLABOE

map 1R-5-1237 to Johannesen 1-20-67 (retd 2-7-67)

This project is not completed, but the estimated amount of money involved here as the cost of the anti-stripping additive for the entire project is $30,000. We still recommend against such payment, but would gladly discuss it further with the contractor and/or his attorney as Kobin requests in his last paragraph.

F.D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:sg
Attachments

cc: G.E. Rohde (w/ attachments)
J.F. Putnam

RECEIVED
JAN 19 1967
OFFICE OF
STATE HIGHWAY ENGINEER

GEORGE H. PROCTOR
JAMES D. PUCKETT
DONALD W. CRANE

PROCTOR, PUCKETT & CRANE
ATTORNEYS AT LAW
516 MAIN STREET
KLAMATH FALLS, OREGON 97601

AREA CODE 503
882-4436

July 12, 1966

L. W. Vail Co., Inc.,
P. O. Box 847,
Pasco, Washington. 99301

Attention: Mr. L. W. Vail

Re: Josephine K. Mortenson property,
Klamath County, Oregon.

Gentlemen:

Pursuant to my telephone conversation with Mr. Alexander, you are hereby authorized to proceed in accordance with our conversation with Mr. Alexander and your letter of June 28, 1966, with the understanding that you will pay $0.03 per cu. yd. for all raw material placed upon the Oregon State Highway project, as measured by the scales of the Oregon State Highway Department, irrespective of whether the raw material may be obtained from the property of Mrs. Mortenson or the Forest Service.

Would you kindly furnish me a Certificate of Insurance, including George H. Proctor as Administrator with the Will Annexed of the Estate of Josephine Kennedy Mortenson, and James F. Coonan, Terence Coonan and Michael Coonan, as Trustees under the Last Will and Testament of Josephine Kennedy Mortenson.

It is my understanding that it will be necessary for you to obtain a release from us before final payment by the Oregon State Highway Department.

I will proceed to petition the Court to confirm this arrangement.

Very truly yours,

PROCTOR, PUCKETT & CRANE

By: George H. Proctor

GHP:mz

cc Oregon State Highway Department.
cc Mr. James F. Coonan.

NORMAN B. KOBIN
PAUL R. MEYER
CHARLES L. KOBIN

LEO LEVENSON
OF COUNSEL

KOBIN & MEYER
ATTORNEYS AT LAW
314 OREGON BANK BUILDING
PORTLAND, OREGON 97204

223-1108

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

January 12, 1967

RECEIVED
JAN 16 1967
CONSTRUCTION
DIVISION

Mr. Fred Klaboe
Assistant State Highway Engineer
Salem, Oregon

Re: Chemult-Lenz Road Section
OSHD Contract #6847

Dear Mr. Klaboe:

The writer has been commissioned by L. W. Vail Co., Inc., contractor on the noted job, to pursue its request, previously made, for compensation based upon the directive of your authorized representative that an anti-stripping additive be used in the production of Item 014, Class B Asphalt Concrete Mixture.

The request made by my client was rejected by letter dated December 19, 1966, over the signature of your Mr. J. F. Putnam, Division Engineer. Mr. Putnam states that the request for payment was referred to Salem and that his letter contains the decision of the Salem office. It is for this reason that this letter is being directed to you, with a copy to Mr. Putnam.

For facility of reference, I enclose a reproduced copy of the letter of L. W. Vail Co., Inc. dated November 23, 1966, and a reproduced copy of Mr. Putnam's letter of December 19, 1966.

It is difficult for me to understand why my client's request was denied in the face of the contract documents and the facts as related to me.

Article 310-2.1(c), Standard Specifications For Highway Construction 1964, authorizes the State to direct the use of an approved anti-stripping additive in the event mineral aggregate furnished by the contractor

NOTED
F. B. KLABOE

does not pass the Stripping Test for Bitumen-Aggregate Mixtures, AASHO T 182. We are aware of past interpretations of this section to the effect that the cost of this additive is on the contractor, despite the source of materials, and that bidders therefore should contemplate this requirement in their bids.

By Supplemental Standard Specifications dated January 1, 1966, the Standard Specification was supplemented. It now provides that if the aggregate used is provided from State-owned or State-controlled sources and the use of an additive is directed, that separate payment will be made to contractor in accordance with Standard Specification Article 4-4. The modification then goes on to clarify the original Standard Specification by providing that if the contractor, for its own benefit, selects its own pit or quarry and does not elect to use a State-owned or State-controlled source, that payment will not be made for the additive if required. A framework of reference is thus provided with some specificity for the use of bidders. He can now determine whether the cost of an additive should be a component part of its bid. It would be a fair assumption that the State, in adopting the Supplemental Specification, was willing to accept the burden of additional costs where materials are taken from the designated or State-owned or controlled pit or quarry. Conversely, the State was not willing to assume this burden if a contractor voluntarily and for its own benefit elects to secure materials from a source which is not designated or State-owned or State-controlled.

The State did designate a source of material for the aggregate on this contract. The materials in the circumscribed area were not of sufficient quantity or quality to be mined and utilized with economic practicability. Contractor was thus required to seek another source. This source is approximately 3/4 of a mile from the literal limits of the designated source and within the same geological area. This area was within the boundaries for which the State Highway De-

partment had obtained a Free Use Permit from the U. S. Forest Service several years ago. Permission was given by the Forest Service to use this pit only after the State had approved its use.

One of the reasons assigned for denying contractor's claim is that the source is not a State-owned or controlled source. I am advised that some dispute exists as to the precise location of the boundary between the Forest Service pit and private ownership. Contractor entered into an agreement with the private owner whereby contractor could utilize its property adjacent to the Forest Service pit for a stockpile and plant site. The agreement further gave contractor the right to take materials from this land. The agreement was entered into in order to avoid any possible dispute or claim of trespass as it relates to the taking of materials particularly. This is reflected by the fact that the agreement provides for royalty to be paid based upon the total amount of materials taken, whether taken from the Forest Service property or that of the private owner. It is contractor's position that the pit is in fact a State-controlled source within the definition of the Supplemental Standard Specifications. In any event, it is my client's opinion that substantially all of the materials that have been taken were mined from Forest Service property.

In any event, contractor was obliged to utilize this alternative source solely because of the failure of the designated source. Contractor did not do so for its own benefit or convenience. To place the responsibility upon the contractor to pay for this additional additive under these circumstances would be contrary to the intent or reasonable assumptions that may be drawn from the Supplemental Standard Specifications as set forth above.

It is our position, therefore, that contractor is entitled to payment for the additive furnished and the initial rejection by the State was in error for the following reasons and others:

Mr. Fred Klaboe

January 12, 1967

1. The Supplemental Standard Specifications do not limit payment to a designated source, but rather to any source either owned by the State or controlled by the State.

2. The source of all or substantially all of the materials is State-controlled.

3. Contractor, in bidding this job, was justified in assuming that the State would pay for any anti-stripping additive required, if the materials either came from any State-owned or controlled pit or if contractor would be required to secure its materials from a source not State-owned or controlled by reason of the failure of the designated source to produce the rock required with economic practicability, and it did not do so for its own convenience. We are not herein concerned solely with additional costs involved in obtaining materials from State-designated source where the caveatory clauses of the contract designating the source might be invoked. We are here particularly involved with an interpretation of the intent of the Supplemental Standard Specifications as they relate to the payment for anti-stripping additive occasioned by a failure of the designated pit.

If protocol permits, I would appreciate the opportunity of discussing my client's position with you and your legal representative. Please advise at your earliest convenience.

Very truly yours,

KOBIN & MEYER

Norman B. Kobin

NBK/dc

cc: Mr. J. F. Putnam
Division Engineer

RECEIVED
JAN 13 1967
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-123

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

Bend, Oregon 97701
December 19, 1966

L. W. Vail Company, Inc.
P. O. Box 847
Pasco, Washington 99301

ATTENTION: Mr. Lee Alexander

Dear Sir:

Your letter of November 23rd requesting consideration for payment of anti-strip additive required on the Chemult-Lenz Road project was referred to our Salem office and a decision has been made that we cannot pay for the additive. The decision in part is based on the following reasons:

1. The quarry the contractor used was not set forth by special provisions as a prospective source. (A portion of it was subsequently found to be covered by a special use permit to the State from the Forest Service).

2. We cannot agree with the contractor's contention that the site used should be considered a part of the same source as that offered in the special provisions. It is 3/4-mile away; is covered by a separate use permit; and is shown on a separate map. The plans clearly show the prospective source in Section 4, whereas the one used is near the center of Section 33.

3. The contractor is paying a royalty to the owner of the adjacent private property (Mortenson) on all material removed from the quarry. Even though this is due to the ambiguity of the boundary line between the Forest Service and Mortenson tracts, it emphasizes that the source is not clearly State-controlled.

If you have any further questions on this matter, please do not hesitate to contact this office.

Very truly yours,

J. F. Putnam
Division Engineer

JFP:eh

# L. W. VAIL CO., INC.

L. W. VAIL, TREASURER
LEE ALEXANDER, PRESIDENT

**ASPHALT PAVING - - - ROOFING**
**GENERAL HIGHWAY CONSTRUCTION**

OFFICE ON NORTH FOURTH STREET
PASCO, WASHINGTON 99301

P. O. BOX 847

PHONE:
547-9511


November 23, 1966

State of Oregon
State Highway Dept.
Bend Oregon

Atten: Mr. J. F. Putnam,
Division Engineer

RE: Chemult-Lenz Road Section
Contract No. 6847

Gentlemen:

Prior to moving our crusher equipment into the State Controlled Quary approximately 1½ miles northeasterly of Mile Point 206.8 we inspected the Lower stripped and quaried area. Our prospecting indicated that the amount of material remaining in this area would be insufficient to complete our project. We, therefore, inspected the upper area, which still remained within the boundaries for which the Oregon State Highway Department had obtained a Free Use Permit from the U.S. Forest Service. This area appeared to have a sufficient amount of raw material to satisfy our needs. It was these findings that governed our decision to move our crusher to the Location from which we supplied the aggregate for the above referenced project.

In our judgement of the specifications we felt that this pit to be a part of the same source as set up in the contract. Further, we feel that it meets all the conditions and requirements as set forth in Division II, Article 310-2.1 (c) which states that anti-strip additive becomes the responsibility of the State if the material is furnished from a State-Controlled source. This being the case, we feel Anti-Strip Additive costs should be borne by the Oregon State Highway Department.

At the time we began production of the aggregate for the asphalt concrete mixture we received word from the resident Engineer that an anti-strip additive may possibly be needed and that if so, we would have to bear the costs of same. Apparently for some reason the Highway Department does not consider the upper area as a source approved for this project, even though it is within the boundaries of the Free Use area and is a State-Controlled Source.

In an effort to relieve the necessity of adding the Anti-Strip Additive to the Asphalt Concrete mixture we again returned to the Lower quary area and performed further explorations. We had hoped to move our crusher and make the aggregate there. Our explorations again confirmed our original findings. There did not appear to be enough raw material available even for the mix aggregate. Therefore, it was necessary to continue our operations from the upper area.

However, regardless of our different interpretation of the specific area or portion of an area made available for this project by the Oregon State Highway Department as a material source, the fact remains that it is a State-Controlled source and, threfore, the responsibility for anti-strip additive should be the responsibility of the State.

Very truly yours,

L. W. VAIL CO., INC.

Lee Alexander,
President

L. W. VAIL CO., INC., PASCO, WASH.

In an effort to relieve the necessity of adding the Anti-Strip Additive to the Asphalt Concrete mixture we again returned to the Lower quary area and performed further explorations. We had hoped to move our crusher and make the aggregate there. Our explorations again confirmed our original findings. There did not appear to be enough raw material available even for the mix aggregate. Therefore, it was necessary to continue our operations from the upper area.

However, regardless of our different interpretation of the specific area or portion of an area made available for this project by the Oregon State Highway Department as a material source, the fact remains that it is a State-Controlled source and, threfore, the responsibility for anti-strip additive should be the responsibility of the State.

Very truly yours,

L. W. VAIL CO., INC.

Lee Alexander,
President

RECEIVED
JAN 13 1967

18-1128
6847

1

3g

December 20, 1966

2

L.W. Vail Company, Inc.
1948 North 4th Street
Paseo, Washington 99301

Gentlemen:

The State Highway Commission at its meeting on December 19 considered your request for an extension of time on Contract No. 6847 on the Chemult-Lava Road Section of The Dalles-California Highway in Klamath County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request for an increase in the number of calendar days from 145 to 152.

Very truly yours,

Floyd Quary, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm

cc James F. Putnam
W. Robertson
L.H. Young
F.D. Morgan
C.H. Maleen

FORM E-30 SOM 10-65

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 23, 1966

SUBJECT: Extension of Time
Chemult-Lenz Road Section
The Dalles-California Highway
Contract No. 6847

To: Mr. F.B. Klaboe
Assistant State Highway Engineer

BUILDING

Attached is a request from L.W. Vail Company, Inc., contractor on the subject project, for an increase in the number of calendar days from 145 to 152. The contractor's request is based on a delay in receiving the mix design for asphaltic concrete.

The contractor started producing his A.C. aggregate on September 26, 1966. The first sample was received by the Laboratory in Salem on September 27 and a subsequent sample was received on September 30. The tests required to provide a proper mix design normally take up to two weeks to perform. In this case, the Lab sent the results back to the field on October 7, also notifying them by phone. This early determination was accomplished by Lab personnel working overtime.

This contract is covered by the 1964 Standard Specifications, and Section 6-1, Paragraphs 1 and 2 state that materials to be incorporated in the work shall be submitted to the engineer for testing and approval two weeks prior to their use. Further, Section 6-7, Paragraphs 2 and 6 indicate that the tests will be made by the State and that the contractor will not use materials represented by the samples until they have been found to meet specifications. In Section 6-10, it is stated that the State will not be responsible for increased costs or extra expenses that the contractor may incur because materials were not produced at some earlier date. Because of these reasons, we cannot recommend that an extension be granted.

This project was contracted (contract sent for signature) June 2, 1966. The first crusher was moved to the project July 21 and quarry drilling started the next day, when 27 per cent of the 145 day contract time had elapsed. The first rock was produced August 18. This delay in crushing made it control the progress thereafter.

Repeated instances of insufficient lead time on aggregate production to permit proper design of A.C. mixes before paving has been a problem. We understand this will be emphasized at training sessions this winter, and a strengthening of the above specs is being considered.

A stop work order was issued effective November 9, 1966, at which time 148 calendar days had been charged against this project. The limiting number of calendar days is 145. Liquidated damages accrue at the rate of $150 per day. The estimated completion date is May 31, 1967, but will depend on when weather will permit lifting the "stop work". This is a State project. A rough draft of a letter to the Highway Commission is attached.

F.D. Morgan
Construction Engineer

By John A. Bond
John A. Bond
Staff Assistant

JAB/DES;sg

Attachment

cc: L.H. Young

RECEIVED
NOV 25 1966
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6847 Contractor L. W. Vail Co. Inc.

Highway The Dalles-California

Section Chemult-Lenz Road

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** ~~GRANTED~~ The reasons for such recommendation are as follows:

Contract specifications Section 6-1, 6-7, and 6-10 provide that the State will not be responsible for increased costs that the contractor may incur because materials were not produced at an earlier date.

**Recommended for Approval:**

J. Fulnam
Division Engineer

for Howell A. Bond
Construction Engineer or Bridge Engineer

J. B. Klabo
Assistant State Highway Engineer

| | |
|---|---|
| Contract No. | 6847 |
| Project designation | State (State-Federal) |
| Date awarded | May 23, 1966 |
| Work started | June 14, 1966 |
| Per cent completed (Calendar Date) | 60% November 9, ~~xxx~~ October 28, 1966 |
| No. of ~~Workdays~~ Allowed Calendar days | 145 |
| No. of ~~Workdays~~ Used Calendar days | ~~xxx~~ 148 |
| No. of Added ~~Workdays~~ Requested | ~~xx~~ 0 |

SP**0250-734

B-320 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date October 27, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 145 days to 152 days, within which to complete our Contract No. 6847, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: October 3 through October 10,

Unable to pave due to Engineers delay in furnishing mix design.

Respectfully submitted,

L. W. Vail Co., Inc.
Contractor

By Lw Vail
L. W. Vail, Treasurer

---

## CONSENT OF SURETY

Date October 28, 1966

We, United States Fidelity & Guaranty Co.
a Corporation of Baltimore, Maryland, as

surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Linda S. Campbell
Attorney-in-fact

(SEAL)

Paul Nolan
Resident Agent

# L. W. VAIL CO., INC.

L. W. VAIL, TREASURER
LEE ALEXANDER, PRESIDENT

**ASPHALT PAVING - - - ROOFING**
**GENERAL HIGHWAY CONSTRUCTION**

P. O. BOX 847

OFFICE ON NORTH FOURTH STREET
PASCO, WASHINGTON 99301

PHONE:
547-9511


October 14, 1966

Mr. Will Robertson, Res. Engineer
Oregon State Highway Dept.
125 Riverside Drive
Klammath Falls, Oregon

RE: Contract 6835
Chemult-Lenz Road Section

Gentlemen:

On October 3, 1966 we received word that a mix design for the above referenced project had not yet been approved and further tests would be required. We, therefore, cancelled asphalt shipments at 9:00 A.M. and sent home our paving crews. No additional word was received from your people until 11:30 P.M. Friday, at which time our crews had already left for the week-end.

In as much as we were prepared throughout the week to perform paving operations, but were unable to do so because of the mix design problem, and further, that the notification to proceed on October 7 came to us too late to gather a crew for the next day, we feel that no time should be charged against this project for the period beginning October 3 to October 10.

No work of major consequence could be performed during this period. We hope, therefore, that no time shall be charged against the project.

Very truly yours,

L. W. VAIL COMPANY, INC.

J. W. Harmon

J. W. Harmon,
Estimator

RECEIVED
DEC 19 1966

FOR FILE
18-1128
6101

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1966

To: Mr. J.F. Putnam
Division Engineer
State Highway Department
Bend, Oregon

SUBJECT: Chemult-Lenz Road
Contract No. 6847
Rock Sources
Anti-stripping Additive

Reference is made to the November 23 letter from L.W. Vail Company, contractor on the subject project, to you seeking reimbursement from the State for the anti-stripping asphalt additive required in all the A.C. We have considered your reports and concur that the State should not make such reimbursement for the following reasons:

1) The quarry the contractor used was not set forth by special provisions as a prospective source. (A portion of it was subsequently found to be covered by a special use permit to the State from the Forest Service)

2) We cannot agree with the contractor's contention that the site used should be considered a part of the same source as that offerred in the special provisions. It is 3/4-mile away; is covered by a separate use permit; and is shown on a separate map. The plans clearly show the prospective source in Section 4, whereas the one used is near the center of Section 33.

3) The contractor is paying a royalty to the owner of the adjacent private property (Mortenson) on all material removed from the quarry. Even though this is due to the ambiguity of the boundary line between the Forest Service and Mortenson tracts, it emphasizes that the source is not clearly State-controlled.

We believe it would be a poor precedent to pay for additive in these circumstances under the specifications that apply.

F.D. Morgan
Construction Engineer

JAB:sg
cc: F.B. Klaboe

ED
KLABOE

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NOV 28 1966
FOR FILES

18-1128
6847

November 28, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 2
December 19, 1966 meeting

Gentlemen:

L. W. Vail Company, Inc., contractor on the Chemult-Lens Road Section of The Dalles-California Highway in Klamath County, Contract No. 6847, requests an increase in the number of calendar days from 145 to 152. The contractor's request is based on a delay in receiving the asphaltic concrete mix design.

The project was contracted June 2, 1966. The contractor began work in the material site on July 21, at which time 27 percent of the contract time had elapsed. The first base course rock was not produced until August 18, and the contractor started producing asphaltic concrete aggregates on September 26. Samples were sent to the Laboratory and results returned to the field on October 7. This is well within the normal time required for determining mix designs.

The contract specifications state that materials shall be submitted for testing and approval two weeks prior to their use and that the State will not be responsible for increased costs that the contractor may incur because materials were not produced at an earlier date.

We recommend that the contractor's request be denied. A stop work order was issued November 9, 1966, at which time the contractor had used three calendar days in excess of the specified 145. Liquidated damages accrue at the rate of $150 per day. The project will be completed next year when the weather conditions permit.

This matter will be on the agenda for your consideration at the December 19 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

Enc.

cc Floyd Query
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
James F. Putnam

DES:ag fn

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6847 Contractor L. W. Vail Co., Inc.

Highway The Dalles-California

Section Chemult-Lens Road

Kind of Work Grading and Paving

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED ~~XXXXXXXXX~~. The reasons for such recommendation are as follows:

Contract specifications Section 6-1, 6-7, and 6-10 provide that the State will not be responsible for increased costs that the contractor may incur because materials were not produced at an earlier date.

Recommended for Approval:

J. F. Beetnare
Division Engineer

Arthur A. Bond
for Construction Engineer or Bridge Engineer

M. Kluber
Assistant State Highway Engineer

Contract No. 6847

Project designation State (State-Federal)

Date awarded May 23, 1966

Work started June 14, 1966

Per cent completed 60% November 9, 1966 (Date)

No. of Calendar days Allowed 145

No. of Calendar days Used ~~XXX~~ 148

No. of Added Requested ~~XX~~ 0

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E-330 (Rev.)—5M—9-64

OREGON STATE HIGHWAY COMMISSION

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date October 27, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 145 days to 152 days, within which to complete our Contract No. 6847, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: October 3 through October 10.

Unable to pave due to Engineers delay in furnishing mix design.

Respectfully submitted,

L. W. Vail Co., Inc.
Contractor

By L W Vail
L. W. Vail, Treasurer

---

## CONSENT OF SURETY

Date October 28, 1966

We, United States Fidelity & Guaranty Co.
a Corporation of Baltimore, Maryland, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Linda S. Campbell
Attorney-in-fact

(SEAL)

Paul Nolan
Resident Agent

October 14, 1966

Mr. Will Robertson, Res. Engineer
Oregon State Highway Dept.
125 Riverside Drive
Klammath Falls, Oregon

RE: Contract 6835
Chemult-Lenz Road Section

Gentlemen:

On October 3, 1966 we received word that a mix design for the above referenced project had not yet been approved and further tests would be required. We, therefore, cancelled asphalt shipments at 9:00 A.M. and sent home our paving crews. No additional word was received from your people until 11:30 P.M. Friday, at which time our crews had already left for the week-end.

In as much as we were prepared throughout the week to perform paving operations, but were unable to do so because of the mix design problem, and further, that the notification to proceed on October 7 came to us too late to gather a crew for the next day, we feel that no time should be charged against this project for the period beginning October 3 to October 10.

No work of major consequence could be performed during this period. We hope, therefore, that no time shall be charged against the project.

Very truly yours,

L. W. VAIL COMPANY, INC.

J. W. Harmon

J. W. Harmon,
Estimator

COPY

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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH H. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

18-1128
6847

May 25, 1966

L. W. Vail Company, Inc.
P. O. Box 847
Pasco, Washington

Gentlemen:

The State Highway Commission on May 23, 1966, awarded to you State Highway Contract No. 6847 for the following project:

Grading and paving on the Chemult-Lens Road Section of The Dalles-California Highway in Klamath County.

This award was based on your bid of $673,554.00 which was submitted to the Commission on May 19, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

26-4230 Cortland thermoplastic trip- 1-56
ing Prof., Castle, [illegible]
3739 t. Hood Lws. Tripling

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APR 11 1967
FOR FILE

6848

Salem, Oregon
April 10, 1967

MEMO TO THE FILE

Liquidated Damages
Contract No. 6848
Thermoplastic Striping
Pacific, Columbia River
and Mt. Hood Highways

A meeting was held this date with Mr. Carl Malcolm of Cataphote Corporation, which is making an impassioned plea for extension of time on a contract to put thermoplastic striping in the Portland area. The basic facts are these:

1. Contract No. 6848 was awarded to House Movers, Inc., doing business as Signal Sales, to put down the stripe.

2. House Movers, Inc. could not perform.

3. Someone (we do not know whether it was House Movers, Inc. or Cataphote) generated a meeting between House Movers, Inc. and Cataphote, the subsequent outcome of which was an agreement with House Movers, Inc. to assign the contract to Cataphote.

4. At the time the contract was assigned (with approval of the Commission) Cataphote was specifically advised that the completion date was August 31, 1966.

5. Cataphote moved onto the job immediately after Labor Day. The crew was very small and progress was slow.

6. The contract overran 46 days; total penalty was $2,300.

7. Request for extension of time was denied by Commission.

8. Mr. Malcolm was advised that we were not satisfied with the effort and manpower that Cataphote

supplied to the job when they began work. It was our feeling that had they applied the proper manpower, the job could have been finished near the specified time.

9. The meeting with Mr. Malcolm was slightly acrimonious, in that he continually brought on the fact that their plant was destroyed by tornado in March. To the best of our knowledge this should have no bearing, inasmuch as they bid on the job in May and later acquiesced to taking the job over from House Movers, Inc.

10. Mr. Malcolm was informed that if he had recourse for the $2,300 in liquidated damages assessed, it possibly was against House Movers, Inc. or their bonding company, but certainly not against the State.

Tom Edwards
Assistant State Highway Engineer

TE:ja

cc Forrest Cooper
Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
E. S. Hunter
F. D. Morgan
L. H. Young
C. H. Naison
A. E. Johnson
L. W. Rulien
G. E. Rohde
J. J. Gix

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APR 11 1967

FORM E-30 5M 10-66 SP*23401-734

FOR FILING

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6848

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1967

To: MEMO TO FILE

SUBJECT: Liquidated Damages
Cataphote Corp.

At Mr. Edwards' direction, I contacted Mr. H. W. Smalley, Cataphote Corporation, Jacksonville, Mississippi, phone 601-939-4612, relative to Mr. Smalley's request for reconsideration of the liquidated damages assessed by the Department. I advised him that a claims board was available and was the proper recourse.

He inquired as to why a board was necessary and an individual could not discuss this matter. I advised him that as Resident Engineer I had recommended that the liquidated damages be assessed, and as Assistant State Highway Engineer, Mr. Edwards does concur.

I advised Mr. Smalley to direct a letter to the Highway Department requesting an appearance before the claims board. Mr. Smalley advised that he would direct a telegram to Mr. Edwards requesting the appearance due to the fact that he would have a representative in the area next week.

Mr. Smalley went on to explain in detail the problems involved in Cataphote taking over this contract from Housemovers. His claim was that the Department had not acted wisely in giving this contract to Housemovers; that Cataphote Corporation actually was awarded the contract late and for these reasons, should be given an extension of time.

I advised him that it was my opinion that sufficient time was given for Cataphote to complete the job after they were awarded the contract.

NOTED
TOM EDWARDS

I advised him that I further discussed with Dick Norris, their representative, and the foreman of the crew that the job was not progressing satisfactorily once they did get on the job. Specifically, the Cataphote Corporation did not have sufficient men and equipment on the job to accomplish it in a reasonable length of time. At this time I did not go into further detail relative to the sand blasting operation which actually was responsible for delaying completion of this job.

R. N. Bothman
Assistant Maintenance Engineer

RNB:ib

cc: Tom Edwards

RECEIVED
APR 7 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 16 1967
FOR FILING

26-42-30
6848

March 13, 1967

Cataphote Corporation
P. O. Box 2369
Jackson, Mississippi

Gentlemen: Re: Contract No. 6848 - State of Oregon

We are endeavoring to clear our files, so we can sign the voucher for the final payment but we cannot, until your accounting is in accordance with the State of Oregon and you are in agreement. Also, we must receive your confirmation of acceptance on the totals and the guarantee of your product as outlined in our letter of January 12, 1967.

If you will kindly reply by return mail and let us know what is holding this up, so we can get all that is concerned terminated to all parties satifaction.

Very truly yours,

SIGNAL SALES COMPANY
Highway Products Divison

H. F. Grohs, President

HFG:jr

cc: State of Oregon
Highway Department

3-16-67
Copies to
Sam Fulmer
C. R. Nelson
L. R. Young
Specs

RECEIVED
MAR 14 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 13 1967
FOR FILING
26-4230
1848

March 10, 1967

Signal Sales Company
8809 S. E. Holgate Ave.
Portland, Oregon 97266

Attn: H. F. Grcha, President

Gentlemen:

I have checked our records in response to your letter of March 2 regarding the status of Contract No. 6848.

The facts appear to be as follows:

The contract was awarded May 23, 1966, to HW Housemovers, Inc., dba Signal Sales Co. and later assigned by Signal to Cataphote Corporation as a subcontractor.

The contract was completed October 16 and accepted December 16, 1966.

Liquidated damages for 46 days @$50 ($2300) were assessed.

A voucher for final payment in the sum of $1935.16 was mailed to your company December 13, 1966, and has not been returned. We are consequently holding the final amount.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:wln

cc Mr. R. L. Porter
Mr. F. C. McKinney
Cataphote Corp.

file

December 27, 1966

Cataphote Corporation
P. O. Box 2369
Jackson, Mississippi

Attention: Mr. B. J. Young, Plant Accountant

Dear Mr. Young:

As per your letter of December 23, 1966 regarding our previous letter with reference to contract 6848, State of Oregon.

We are sending you a copy of the final payment voucher sent to us by the State of Oregon with the final payment due of $1,935.16 which includes liquidated damages for 46 days delay @$50.00 per day of $2,300.00 which we cannot be held responsible for as we tried to help you in every way to get this oked after your attempt was unsuccessful.

Also, please note that there is a difference in the lineal footage on your items on the 4" White Thermoplastic and 8" White Thermoplastic than that of the State of Oregon's quantities. So, if there is a descrepancy in your records that were sent in to the State of Oregon, please have them corrected and as soon as we are in accordance with the final accounting and you have accepted the final accounting as being correct we will release the Contract Payment Voucher to the State of Oregon for your payment.

Very truly yours,

SIGNAL SALES COMPANY
Highway Products Division

H. F. Grohs, President

HFG:jr

cc: Accounting Divison
State Highway Building
Salem, Oregon 97310

Attn: A. J. Kahler

Encl.

file

# SIGNAL SALES Company

HIGHWAY PRODUCTS DIVISION

8809 SOUTH EAST HOLGATE BLVD. • PORTLAND, OREGON 97266

TELEPHONE 774-1132

December 14, 1966

Cataphote Corporation
P. O. Box 2369
Jackson, Mississippi

Dear Sir: Re: Contract 6848

With regard to your final payment on contract no. 6848, Oregon State Highway, we request that you send us an affidavit of payment on all your laborers and materials pertaining to this job.

Your final payment voucher is a balance of $1,935.16 of which $168.16 was for flagging. Before we can send in the Contractor's Certificate on your final payment we must have an acceptance from you for the above amount and the above affidavits. As soon as you send this to us we will sign the payment voucher for your final payment.

Very truly yours,

SIGNAL SALES COMPANY
Highway Products Division

H. F. Gross

HFG: jr

cc: A. J. Kahler, Payroll and Claims Supervisor
State of Oregon, State Highway Dept.
Salem, Oregon 97310

Ronald K.

RECEIVED
FEB 28 1967
FOR FILING
26-4230
6848

February 24, 1967

9351

Mr. H. W. Smalley
Vice President - Sales
Cataphote Corporation
P. O. Box 2369
Jackson Mississippi 39205

Dear Mr. Smalley:

I regret the delay in answering your letter of January 9, requesting cancellation of liquidated damages on Contract 6848.

The thermoplastic striping contract was entered into between the State of Oregon (through the Highway Commission) and Northwest Housemovers, Inc., (dba Signal Sales Company), of which contract Cataphote Corporation was a subcontractor. The contract has been completed and payment has been made under the terms of the prime contract.

Because an Assignment of Claim was executed in favor of Cataphote Corporation, payment under the terms of the contract and subcontract was made directly to Cataphote Corporation. However, the Assignment of Claim does not alter the fact that the Highway Commission must assess the liquidated damages against the contract based on the terms of the prime contract.

The contract was completed substantially after the specified completion date; therefore, liquidated damages were assessed. The facts stated in your letter do not significantly alter the condition for which the liquidated damages were charged, nor do they indicate that the facts were different than those known at the time you took the subcontract. Therefore, your request for complete cancellation of the liquidated damages on Contract No. 6848 must be denied.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

bc Forrest Cooper
R. L. Porter
Floyd Query
Victor D. Wolfe
G. E. Rohde
E. S. Hunter
L. M. Young
J. J. Gix (enc.)

DRA:nk;je TE:ja

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

4680
JAN 12 67

January 11, 1967

Cataphote Corporation
P. O. Box 2369
Jackson, Mississippi

Attention: H. W. Smalley
Vice President - Sales

REFERRED TO
BY DEPUTY STATE HIGHWAY ENGR.

Gentlemen:

This will acknowledge receipt of your letter of January 9 requesting complete cancellation of liquidated damages on Contract No. 6848.

Copies of your letter are being forwarded to the office of the State Highway Engineer and to the Chief Counsel for consideration.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:gc

cc: Mr. Forrest Cooper
Mr. George Rohde
Attn: Frank McKinney

On December 20, the surety, the contractor, and the subcontractor were notified that final payment would be released after January 3 in the amount of $1,935.16. Office Engineering advises that $2,300 (46 days at $50) is being withheld as liquidated damages.

MAINTENANCE ENGINEER
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BB AHE AA FILE TA

RECEIVED
JAN 11 1967
OFFICE OF
STATE HIGHWAY ENGINEER

M-380 (Rev.)—631—9-64

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon 97310

Date August 23, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from ..... days to 40 days, within which to complete our Contract No. 6343, without the assessment of liquidated damages. The said contract is described as follows: The removal and markings to be applied in Multnomah County.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: Traffic Appliance Corporation scheduled to perform the work, does not have adequate heavy and automated equipment. Catapilote's crews and proper equipment will move from the East Coast to Oregon for arrival immediately after Labor Day. A 40-day extension to 11 October is requested to move the men and equipment and to apply the markings properly for the State of Oregon.

Respectfully submitted,

CATAPILOTE CORPORATION
Contractor

By O. E. Brannon, Sales-Production Coordinator

## CONSENT OF SURETY

Date ....., 19.....

We, .....

....., as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

.....
Attorney-in-fact

(SEAL)

.....
Resident Agent

RECEIVED
JAN 11 1967
PORTLAND

26-4230
6848

January 11, 1967

Cataphote Corporation
P. O. Box 2369
Jackson, Mississippi

Attention: H. W. Smalley
Vice President - Sales

Gentlemen:

This will acknowledge receipt of your letter of January 9 requesting complete cancellation of liquidated damages on Contract No. 6848.

Copies of your letter are being forwarded to the office of the State Highway Engineer and to the Chief Counsel for consideration.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ge

cc: Mr. Forrest Cooper
Mr. George Rohde
Attn: Frank McKinney

On December 20, the surety, the contractor, and the subcontractor were notified that final payment would be released after January 3 in the amount of $1,935.16. Office Engineering advises that $2,300 (46 days at $50) is being withheld as liquidated damages.

Pictures sent to Cooper
FQ

PHONE: JACKSON, MISS. 601-939-4612
TWX: 601-948-2314

# CATAPHOTE CORPORATION

MANUFACTURERS OF REFLECTIVE TRAFFIC PRODUCTS

TOLEDO 10, OHIO, U.S.A. / JACKSON, MISSISSIPPI, U.S.A.

PLEASE ADDRESS REPLY TO:
P. O. BOX 2369
JACKSON, MISSISSIPPI—39205

January 9, 1967

State of Oregon
State Highway Department
Salem, Oregon 97310

Attention: Mr. Floyd Query
Executive Secretary to the
Highway Commission

Gentlemen:

This has reference to State of Oregon Contract 6848 for thermoplastic and the liquidated damages assessed to the project.

This project was originally awarded in May to Signal Sales Company of Portland who could not apply the material and through many delays and negotiations, Cataphote Corporation was appointed sub-contractor in the latter part of July. In fact the fully executed sub-contract was not received by Cataphote Corporation until 9 August.

Our factory was completely destroyed by a tornado in March and all but one of the sets of thermoplastic equipment were demolished. This one remaining crew would have been alotted to Oregon in May, if Cataphote Corporation had been awarded the project as the original prime contractor; but since we were not, our equipment was committed elsewhere. Even with negotiations underway in July, we were not positive that we would be appointed as sub-contractor and by this time, our crew was committed to the Eastern projects.

Finally, in late July when we were named sub-contractor, we wanted to do the best possible for Oregon and shipped the thermoplastic materials to the State so that Interstate Markings, Inc. could at least begin the project. This company soon found out that their equipment was inadequate for the job and withdrew.

We immediately telephoned Messrs Adams, Bothman and others connected with the project and advised them of the withdrawal and that our crew was committed on the East Coast until the latter part of August. Upon completion of their work, a cross-country movement would have to be made and arrival in Oregon and commencement of work would be delayed until immediately after Labor Day.

Verbal attempts were made for an extension without success and a formal request was submitted on August 23 (copies attached). We got nowhere, probably because it would be illegal to grant a sub-contractor an extension. This 40-day extension would have been sufficient for completing the project.

Based on the above facts and, particularly, the two and one-half month delay in the sub-contract, the destruction of our equipment by a tornado and the committment of our remaining unit due to the uncertainty of the contract, the repeated verbal apprisal of the events to Oregon officials and our unsuccessful attempts to secure an extension, Cataphote Corporation requests the complete cancellation of any liquidated damages on Contract 6848.

Thank you for your consideration and cooperation.

Respectfully,

CATAPHOTE CORPORATION

H. W. Smalley
Vice President - Sales

HWS/nr

Enclosures

RECEIVED
JAN 11 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 21 1966
FOR FILING

26-4230

6848

December 20, 1966

AIR MAIL
Maryland Casualty Company
Baltimore 3,
Maryland

Gentlemen:

Contract No. 6848 awarded to Northwest Housemovers, Inc., dba Signal Sales Company, reassigned to Catephote Corporation, for the Portland Thermoplastic Striping Project on three state highways in Multnomah County was completed on October 16, 1966, and accepted by the Highway Commission on December 16, 1966.

Final payment in the amount of $1,935.16 will be released to Catephote Corporation, P. O. Box 2369, Jackson, Mississippi, after January 3, 1967. The total contract amount is $29,637.46 including $168.16 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fhm
cc N.W. Housemovers, Inc.
dba Signal Sales Co.
8809 S.E. Haigate Boulevard
Portland, Oregon 97266

L.H. Young

C.H. Maison
Attn: John Herr

Catephote Corporation
P.O. Box 2369
Jackson, Mississippi

AIR MAIL

James A. Roseman Company
3834 S.E. Belmont
Portland, Oregon

RECEIVED
DEC 19 1966
FOR FILING
26-4230
6848

December 16, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed October 16, 1966, on Contract No. 6848. The contract was with Northwest Housemovers, Inc., doing business as Signal Sales Co. (reassigned to Cataphote Corporation), on the Portland Thermoplastic Striping Project on the Pacific, Columbia River, and Mt. Hood Highways in Multnomah County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective on this date.

This matter will be presented to you for confirmation at the December 19 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison
A. E. Johnson
L. W. Rulien

bg

FORM E-1 (REV. 12-66)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION | | WEEK ENDING: 11-13-66 |
| | | SECTION PREFIX: 26-4230 |
| HIGHWAY: Pac.,Col.Riv.,Mt. Hood | | COUNTY: Multnomah |
| NAME OF JOB: Portland Thermoplastic Striping | KIND OF WORK: Traffic Striping | |
| CONTRACTOR: Signal Sales | CONTRACT NUMBER: 6848 | FEDERAL AID PROJECT NUMBER |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: June 16, 1966 | ESTIMATED COMPLETION DATE |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION: | SPECIFIED WORK DAYS / SPECIFIED CALENDAR DAYS: 101 | WORK DAYS USED / CALENDAR DAYS USED: 147 |
| PROJECT AUTHORIZATION: $ 40,038.75 | SPECIFIED COMPLETION DATE: August 31, 1966 | PERCENT OF TIME ELAPSED: 145 |
| EXCLUSIVE OF ENGINEERING: $ 37,191.55 | ENGINEERING AUTHORIZATION: $ | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 31,919.30 | ENGINEERING COST TO DATE: $ 1,838.67 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN: 14 % | PERCENT OF AUTHORIZATION: 64 % | DATE PROJECT WAS COMPLETED: Oct. 23, 1966 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| | | | Striping | | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | 42 | | | | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | 42 | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | 96,000 | | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | 86,722 | | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | 1,800 | | | | |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | 1 | | | | |
| HOURS PER SHIFT | 2 | | | | |

EQUIPMENT USED DURING THE WEEK:

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | | | | |
| TUESDAY | | | | |
| WEDNESDAY | | | | |
| THURSDAY | | | | |
| FRIDAY | | | | |
| SATURDAY | | | | |

Routing

Morgan ✓✓✓ — Please E

Decker — Mcreiock

Bond — Trout

Barbee — Scott

Walker — Wills

Glenn — Litchfield

Swen — Olson

RECEIVED
NOV 15 1966
CONSTRUCTION
DIVISION

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

Waiting for Contractor to submit corrected certified copies of payroll and Force Account Invoices.

SIGNED [signature] LOCATION _____

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

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NOV 7 - 1966
FOR FILING

26-4220
6848

October 10, 1966

N. W. Housemovers, Inc.
dba Signal Sales Company
Highway Products Division
8809 S.E. Holgate Boulevard
Portland, Oregon 97266

# 19

Gentlemen:

The State Highway Commission at its meeting on October 6 considered your request for an extension of time on Contract No. 6848 for the Portland Thermoplastic Striping Project in Multnomah County.

After considering the recommendation of the Engineer and other available information, the Commission denied your request for an extension of the completion date to October 11, 1966.

Very truly yours,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

fkn
cc L. W. Rullen
R. N. Bothman
L. H. Young
F. D. Morgan
C. H. Maison

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6848 Contractor Northwest Housemovers, Inc./dba/Signal Sales Co. Highway Products Division

Highway Pacific, Columbia River and Mt. Hood

Section Portland Thermoplastic Striping Project

Kind of Work Traffic Striping

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED ~~GRANTED~~. The reasons for such recommendation are as follows: The prime contractor moved onto the job without experienced and fully qualified workmen and attempted to perform the work under the contract. He apparently could not perform the work to his satisfaction and the contract was assigned 100% to the sub-contractor, Cataphote Corporation.

The sub-contractor came onto the job with men and equipment and voluntarily left the job, making no attempt to complete the work, and without notifying this office that he was quitting the work. The sub-contractor's reason for his quitting the work was that he did not have proper equipment on the job.

Thus the contractor and sub-contractor have not fully complied with the word or intent of the contract.

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No. 6848

Project designation State (State-Federal)

Date awarded May 23, 1966

Work started June 16, 1966

Per cent completed 4% 9-24-66 (Date)

Spec. Completion date 8-31-66

~~No. of Workdays Allowed~~

~~No. of Workdays Used~~

Recommend extension to None

~~No. of Added Workdays Requested~~

E-220 (Rev.)—5M—9-64

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date August 31, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 101 days to 141 days, within which to complete our Contract No. 6848, without the assessment of liquidated damages. The said contract is described as follows:

Portland Thermoplastic Striping Project, Pacific, Columbia River and Mt. Hood

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Traffic Appliance Corporation schedule to perform work; does not have adequate heavy and automated equipment. Catophote crews and proper equipment will move from East Coast to Oregon for arrival immediately after Labor day. A 40 day extension to 11th October, 1966 is requested to move men and equipment and to apply the marking properly for the State of Oregon.

Respectfully submitted,

Northwest Housemovers, Inc. dba
Signal Sales Company - Highway Products Div.
Contractor

By A. F. Groh

## CONSENT OF SURETY

Date August 31, 1966

We, Maryland Casualty Company

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Tony A. Eckmark
Attorney-in-fact

(SEAL)

Edward O Dorey
Resident Agent

FORM E-50 50M 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 27, 1966

To:

Mr. F. B. Klaboe
Assistant State Highway Engineer

BUILDING

SUBJECT: Extension of Time
Portland Thermoplastic Striping Project
Pacific, Columbia River & Mt. Hood Hwys.
Contract No. 6848

Attached is a request from Northwest Housemovers, Inc., contractor on the subject contract, for an extension of the specified completion date from August 31, 1966 to October 11, 1966 without the assessment of liquidated damages. The contractor's request is based on the fact that the prime contractor does not have adequate heavy and automated equipment and has had to subcontract the entire project to an East Coast company.

The prime contractor was not equipped, prepared or adequately staffed with experienced personnel to undertake this contract. This is not a reason for an extension under the supplemental standard specifications that apply. The prime contractor requested and you approved permission to subcontract all of the work to Catophote Corporation.

Bids were received on this project on May 19, the contract was awarded on May 23 and the contracts were mailed to the contractor for execution on June 3, 1966. The contractor attempted to start some of the work on June 16, 1966 but due to lack of experienced help no progress was made and the project was subsequently subcontracted to Catophote Corporation. The subcontractor performed some work between August 9, and August 15, 1966. On the latter date they moved off the project with no prior notice. Work is progressing on sandblasting existing striping with one truck and compressor full time and a second truck and compressor working part time on sandblasting and part time on laying striping. On Friday September 23rd the contractor placed 1,830 feet of striping. The weekly report for the week ending September 24 indicates that approximately 4 percent of the contract has been completed and a total of 4,230 feet of striping materials has been placed.

The estimated completion date for this project is now October 31, 1966.

Liquidated damages accrue at the rate of $50.00 per day. We can find no reason to grant an extension of time and it is recommended that the contractor's request be denied. This is a State project.

A rough draft of a letter to the Highway Commission is attached.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

DES:nh:rw

Attach.

cc: L. H. Young

RECEIVED
SEP 2 7 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 30 1966
FOR FILING
26-1930
6848

September 30, 1966

Oregon State Highway Commission

Request for Extension of Time
No. 19
October 6, 1966 meeting

Gentlemen:

Northwest Housemovers, Inc., contractor on the Portland Thermoplastic Striping Project on the Pacific, Columbia River, and Mt. Hood Highways in Multnomah County, Contract No. 6848, requests an extension of the specified completion date from August 31 to October 11, 1966. The contractor's request is based on the fact that he does not have adequate equipment to perform the work and has had to subcontract the entire project.

The prime contractor's lack of equipment and experienced personnel to undertake this project is not a reason for granting an extension of time under the specifications governing this project.

I recommend that the contractor's request be denied. Liquidated damages on this State project accrue at the rate of $50 per day.

This matter will be on the agenda for your consideration at the October 6 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
L. W. Rulien

DES:fr:JAB:bjm bg

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

for

# Increase in Number of Workdays

to

# Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 6848 Contractor Northwest Roadmarking, Inc./dba/Signal Sales Co. Highway Products Division

Highway Pacific, Columbia River and Mt. Hood

Section Portland Thermoplastic Striping Project

Kind of Work Traffic Striping

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED ~~or GRANTED~~ XXXXXXXXXX The reasons for such recommendation are as follows:

The prime contractor moved onto the job without experienced and fully qualified workmen and attempted to perform the work under the contract. He apparently could not perform the work to his satisfaction and the contract was assigned 100% to the sub-contractor, Catephote Corporation.

The sub-contractor came onto the job with men and equipment and voluntarily left the job, making no attempt to complete the work, and without notifying this office that he was quitting the work. The sub-contractor's reason for his quitting the work was that he did not have proper equipment on the job.

Thus the contractor and sub-contractor have not full, complied with the word or intent of the contract.

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

Assistant State Highway Engineer

Contract No. 6848

Project designation State (State-Federal)

Date awarded May 23, 1966

Work started June 16, 1966

Per cent completed 4% 9-24-66 (Date)

Spec. Completion date 9-31-66

No. of workdays used

Recommend extension to

No. of Added Workdays Requested None

SP*2256-734

E-320 (Rev.)—5M—9-64

**OREGON STATE HIGHWAY COMMISSION**

# Contractors Request
for
# Increase in Number of Workdays
to
# Complete Construction Contract

**Oregon State Highway Commission**
**Salem, Oregon 97310**

Date August 31, 1966

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 101 days to 141 days, within which to complete our Contract No. 6848, without the assessment of liquidated damages. The said contract is described as follows:

Portland Thermoplastic Striping Project, Pacific, Columbia River and Mt. Hood

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

Traffic Appliance Corporation schedule to perform work; does not have adequate heavy and automated equipment. Catophote crews and proper equipment will move from East Coast to Oregon for arrival immediately after Labor day. A 40 day extension to 11th October, 1966 is requested to move men and equipment and to apply the marking properly for the State of Oregon.

Respectfully submitted,

Northwest Engineers, Inc. dba
Signal Sales Company - Highway Products Div.
Contractor

By W. E. Cook

---

## CONSENT OF SURETY

Date August 31, 1966

We, Maryland Casualty Company

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Tony A. Edwards
Attorney-in-fact

Edward O. Lofgren
Resident Agent

(SEAL)

7-11-66

26-4230

Form A-304

STATE OF OREGON—HIGHWAY DEPARTMENT

Rec from Acctg Dec. 12-20-66

# ASSIGNMENT OF CLAIM

*FOR THE CONSIDERATION OF* Ten Dollars & other valuable considerations

($ 10.00 ) Dollars, to us paid, us hereby sell, assign and transfer the within claim for all proceeds on State Highway Contract no. 6848, Traffic Striping, Pacific, Columbia River and Mt. Hood Highways.

to Catephote Corporation and authorize and empower said Catephote Corporation to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 11th day of July, 19 66.

Executed in the presence of us as witnesses:

Nellie Perry
8956 S. E. Fir St. Portland, Oregon

Jeanne Kasper
9550 S. E. 41st Street, Milwaukie, Ore.

Signal Sales Co., Highway Products Div.

W. L. Tuttle

RECEIVED
JUL 5 1966
FOR FILING

SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon 97310
July 5, 1966

To: 6848 Memo to the File

SUBJECT: Signal Sales Company
Traffic Striping, Pacific,
Columbia River and Mt. Hood
Highways, Contract No. 6848

On July 1 Mr. Porter received telephonic approval from Chairman Jackson to allow the Northwest House Movers, Inc. company to subcontract to Cataphote Corporation 100 percent of this contract.

Northwest House Movers, Inc. have attempted to perform the work, but lack both the proper equipment and know-how to do a satisfactory job. Under the circumstances, it is in the best interests of the State Highway Department to waive the requirement in our specification form that the prime contractor perform at least 50 percent of the work. Mr. McKinney will handle the details of the matter.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

cc: Forrest Cooper
R. L. Porter
Tom Edwards
C. H. Maison
L. H. Young
Frank McKinney
Robert Bothman
L. W. Rulien

RECEIVED
JUL 7 1966
FOR FILING

NOTED
F. B. KLABOE

NOTED
L PORTER

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 30, 1966

26 42-0
.34

To: MEMORANDUM TO FILE:

SUBJECT: Traffic Striping - Pacific, Columbia River and Mt. Hood Highways
Signal Sales Company
Contract No. 6848

L

Pursuant to instructions from Mr. Fred B. Klaboe that Mr. Jackson had approved the prime contractor subcontracting 100% of this contract to Cataphote, Inc., I discussed the matter with Mr. Howard Grohs of Signal Sales Company. I advised Mr. Grohs that the Commission had consented to subcontracting the entire job to Cataphote, Inc., with the following conditions:

(1) That Signal Sales immediately obtain the subcontract forms, have them executed, and forward the same to the State Highway Department for approval.

NOTED
F. B. KLABOE

(2) That they obtain a letter for us from their bonding company, Maryland Casualty, to the effect that they fully consent to the work being done in toto by a subcontractor and that their bond will remain in force.

(3) That if the subcontractor requested direct payment from the Highway Department, they would likewise consent to such an assignment.

(4) That the contract must be completed by August 31, 1966, notwithstanding this delay in commencing the work, and that Signal Sales would be fully responsible for the manufacturer's warranty and contractor's guarantee of the materials and workmanship as set forth in the contract.

All of the above conditions were acceptable to Mr. Grohs, although he indicated that his discussions with Cataphote, Inc., had been to the effect that Signal Sales would "assign" the contract to them. He felt, however, that this was a detail which could be resolved in the manner we suggested in order to expedite going forward with the contract.

Mr. Grohs then informed me he would have the bonding company call me so that there would be no misunderstanding as to the bonding company's position.

I subsequently received a call from Mr. Erickson of Maryland Casualty Company. I likewise explained the above matters to him and he stated the bonding company would furnish us with a letter consenting to the waiver of our specifications, and that the bond would remain in full force and effect even though the subcontractor would be doing 100% of the work. Their letter would likewise authorize the assignment of payments to Cataphote, Inc., although at that moment he thought the monies should be paid to a local bank for the account of Cataphote, Inc. He felt, however, that this was a detail that could be worked out so long as the state, when making partial payments, would notify the prime contractor Signal Sales so they would be aware of the progress of the job. This procedure was confirmed with Don Taylor in the Accounting Division.

It appears that this matter can be concluded upon the prime contractor furnishing the executed contracts and payment assignments to the Highway Department, along with the receipt of the above-mentioned letter from the bonding company.

At approximately 2:00 P.M. this date I received a telephone call from Mr. Dick Norris, area representative for Cataphote, Inc., in Jackson, Miss. Mr. Norris wanted a letter from the Highway Commission stating they would assign the above-mentioned contract to them as well as all payments thereunder. I explained to Mr. Norris that to draw up a three-way agreement for a full assignment, along with their obtaining a bonding company as required by state law, would cause a delay of a week or more as versus our present proposal of accepting a subcontract with them. Mr. Norris is well aware that the contract deadline is August 31, and he likewise knows the months of July and August will be the time to do the work. He proposed that we call for new bids on the basis the award was made to a nonresponsible bidder, but I informed him that under no conditions would the Commission abandon the present contract and call for new bids.

I did inform him, however, that I had telephonic approval from the contractor's bonding company that they had no objection to the 100% subcontract and had indicated they

had no objection to the assignment of monies to be paid directly to Cataphote, Inc. The only point the bonding company raised was the possibility the money should be paid to a Portland bank rather than to Cataphote's home office in Jackson, Miss. Mr. Norris stated he would call Mr. Erickson of Maryland Casualty to get these details clarified and that he would have the bonding company then call me.

I informed Mr. Norris that as soon as we received the bonding company's letter to the effect they had no objection to the above matters, we would then forward him a letter stating the Highway Commission had no objection to his subcontracting 100% of the job upon receipt of an executed subcontract, and that we likewise had no objection to the assignment of the money directly to Jackson, Miss., upon receipt of the proper assignment forms from Signal Sales Company. This appeared to satisfy Mr. Norris and he indicated they would proceed under the subcontract procedure.

Cataphote's telephone number in Jackson, Miss., is Area Code 601, 939-4612. Mr. Norris advised that we should contact H. W. Smally or Charles C. Searight.

Shortly after the above call Mr. Erickson of the contractor's bonding company notified me by telephone that they will approve the payment of the money to Jackson, Miss., and will so advise by mail.

Signal Sales Company also called to state that they were sending the subcontracts to Cataphote, Inc., today, and would like to receive a copy of our letter to Cataphote, Inc., as well as the assignment forms for the payments on the contract.

Frank

FRANK C. McKINNEY
Assistant Counsel

FCMcK:ks
cc: F. B. Klaboe
Tom Edwards
C. H. Maison
G. E. Rohde

RECEIVED
JUN 1 1966
HIGHWAY ENGINEERING
25-4220
6144

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. DONDLINGER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 25, 1966

Northwest Housemovers, Inc.
dba Signal Sales Co., Highway Products Div.
8809 S. E. Holgate Boulevard
Portland, Oregon 97266

Gentlemen:

The State Highway Commission on May 23, 1966, awarded to you State Highway Contract No. 6848 for the following project:

Portland Thermoplastic Striping Project on the Pacific, Columbia River and Mt. Hood Highways in Multnomah County.

This award was based on your bid of $35,340.00 which was submitted to the Commission on May 19, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Frank Morgan
L. H. Young
C. D. Matthis (SIAC)

33-111[illegible] Kottman Architectural Products, Inc., Los Angeles-Chicago [illegible]
(Grading and Paving)

RECEIVED
DEC 9 - 1966
FOR FILING

33-1114

6849

December 8, 1966

Great American Insurance Company
Pacific NW Regional Office
2030 Sixth Avenue
Seattle, Washington 98121

Gentlemen:

Contract No. 6849 awarded to Page Paving Company for grading and paving on the Sherman Junction-Cow Canyon Section of The Dalles-California Highway in Wasco County was completed on September 29, 1966, and accepted by the Highway Commission on December 7, 1966.

Final payment in the amount of $7,783.59 will be released to the contractor after December 15, 1966. The total contract amount is $151,027.20 including $2,153.31 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Page Paving Company
P. O. Box 2206
Salem, Oregon 97308

Wells-Reed-Wood-West Company
412 Failing Building
Portland 4, Oregon

L. H. Young
C. H. Maison
Attn: John Herr

RECEIVED
DEC 7 - 1966
FOR FILING
33-1114
1.944

December 7, 1966

Oregon State Highway Commission

Gentlemen:

Work was completed September 29, 1966, on Contract No. 6349. The contract was with Page Paving Company and was for grading and paving on the Sherman Junction-Cow Canyon Section of The Dalles-California Highway in Wasco County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 7, 1966, and that you concur in this procedure at the Commission meeting on December 19.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Victor D. Wolfe
F. B. Klaboe
L. H. Young
F. D. Morgan
C. H. Maison
J. F. Putnam

bg

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Sherman Jct.-Cow Canyon | | WEEK ENDING: October 8, 1966 |
| | | SECTION PREFIX: 33-1114 |
| HIGHWAY: The Dalles-California | | COUNTY: Wasco |
| NAME OF JOB: Sherman Jct.-Cow Canyon | KIND OF WORK: Grading and Paving | |
| CONTRACTOR: Page Paving Co. | CONTRACT NUMBER: 6849 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 23, 1966 | DATE WORK STARTED: May 31, 1966 | ESTIMATED COMPLETION DATE: Completed |
| AVERAGE FORCE ON PROJECT FOR THE WEEK<br>MEN: 1 SUPERVISION | SPECIFIED WORK DAYS<br>SPECIFIED CALENDAR DAYS 80 | WORK DAYS USED<br>CALENDAR DAYS USED 105 |
| | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 131 |
| PROJECT AUTHORIZATION: $ 143,720.31<br>*23,840.00 | ENGINEERING AUTHORIZATION: $ 11,915.40 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: *Completed<br>Completed |
| EXCLUSIVE OF ENGINEERING: $ 131,804.91<br>*23,566.73 | | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: *Completed<br>Completed |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 127,191.61 | ENGINEERING COST TO DATE: $ 14,456.55 | |
| ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 1.3% | PERCENT OF AUTHORIZATION: 121 % | DATE PROJECT WAS COMPLETED: September 29, 1966 |

## *MAINTENANCE MATERIALS

ESTIMATED PERCENT COMPLETE (ROADWORK)

| | CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE | MAT'L. PROD | | |
|---|---|---|---|---|---|---|---|---|
| | | | 100 | 100 | 100 | 100 | | |
| | | | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | | PAVING |
| MILES IN PROJECT | | | 2.39 | 2.39 | | | | 2.39 |
| MILES PARTIALLY COMPLETED | | | | | | | | |
| MILES COMPLETED | | | 2.39 | 2.39 | | | | 2.39 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | 339 hr. | 2,450 cyd. | 8,000 cyd. | | | 14,000 ton |
| TOTAL QUANTITIES CORRECTED TO DATE | | | 324 | 2,803.2 | 7,908.3 | | | 13,832.270 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | 324 | 2,803.2 | 7,908.3 | | | 13,832.270 |
| AVERAGE DAILY QUANTITIES | | | | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | | |
| HOURS PER SHIFT | | | | | | | | |

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| BRIDGE NO. | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PERCENT | | | | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY |
|---|---|---|---|
| SUNDAY | Fair | | |
| MONDAY | Fair-Warm | | |
| TUESDAY | Fair-Warm | | |
| WEDNESDAY | Fair-Warm | | |
| THURSDAY | Fair-Warm | | |
| FRIDAY | Partly Cloudy | | |
| SATURDAY | | | |

Routing

Morgan
Decker
Bond
Barbee
Walker
Glenn
Swan

CAUSE OF DELAY

Pease
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
OCT 10 1966
CONSTRUCTION
DIVISION

BEN GIFFORD

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | Cleaning quarry site and moving out equipment. |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | The rest of all the equipment was removed today. |
| FRIDAY | |
| SATURDAY | |

## REMARKS

3rd Notification submitted. Effective October 6, 1966.
Semi-final estimate ready to submit when corrected wage certification is received from the contractor.
Mr. L. H. Warfield Ass't. Division Engineer in the office Friday.
Final Report.

SIGNED Lowell M. Stratton LOCATION The Dalles

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

BP1F218

RECEIVED
JUN 1 - 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
BANDON
DAVID S. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

33-1114
6147—

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

May 25, 1966

Page Paving Company
P. O. Box 2206
Salem, Oregon 97308

Gentlemen:

The State Highway Commission on May 23, 1966, awarded to you State Highway Contract No. 6849 for the following project:

Grading and paving on the Sherman Junction-Cow Canyon Section of The Dalles-California Highway in Wasco County.

This award was based on your bid of $147,942.50 which was submitted to the Commission on May 19, 1966, for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Frank Morgan
L. M. Young
C. D. Matthis (SIAC)

E-1106 "Lopez Jr. P. -C., [illegible] EOA 1-15
"Gast Mfg. [illegible] ,
#6850 Schmic.)

RECEIVED
APR 20 1967
FOR FILING
8-1106
6851

April 19, 1967

Federal Insurance Company
Bonding Department
417 Norton Building
Seattle, Washington 98104

Gentlemen:

Contract No. 6850 awarded to Tom Lillebo Construction Company for grading, paving, and structure on the Floras Creek Bridge on the Oregon Coast Highway in Curry County was completed on January 16, 1967, and accepted by the Highway Commission on April 18, 1967.

Final payment in the amount of $15,173.73 will be released to the contractor after April 26, 1967. The total contract amount is $506,863.12 including $1,237.07 for work performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Omery, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc Tom Lillebo Construction Co.
130 East Railroad Avenue
Reedsport, Oregon 97467

L.H. Young
C.H. Maison
Attn: John Herr

Ward Cook-Rodgers Insurance Co.
534 S.W. Third Avenue
Portland, Oregon 97204

RECEIVED
APR 19 1967

FOR FILING 8-1126

6850

Fred W. Hill, Member
Helix

April 18, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed January 16, 1967, on Contract No. 6850. The contract was with Tom Lillebo Construct on Company and was for the grading, paving, and structure on the Floras Creek Bridge Section of the Oregon Coast Highway in Curry County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective April 18, 1967, and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
F. B. Klaboe
Victor D. Wolfe
F. D. Morgan
C. H. Maison
L. H. Young
L. R. Chandler

srb fn

FORM E-1 (REV. 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| | SECTION: Floras Creek Bridge | WEEK ENDING: February 10, 1967 |
| | | SECTION PREFIX: 8-1106 |
| | HIGHWAY: Oregon Coast | COUNTY: Curry |
| NAME OF JOB: Floras Creek Bridge Section | KIND OF WORK: Grading, Paving, and Structure | |
| CONTRACTOR: Tom Lillebo Construction Company | CONTRACT NUMBER: 6850 | FEDERAL AID PROJECT NUMBER: State |
| DATE OF CONTRACT: May 27, 1966 | DATE WORK STARTED: May 9, 1966 | ESTIMATED COMPLETION DATE: January 16, 1967 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS | CALENDAR DAYS USED: 214 |
| | SPECIFIED CONDITIONS: 150 Except Bridge 210 All Work | PERCENT OF TIME ELAPSED: 100 & 100 |
| PROJECT AUTHORIZATION: $551,332.68 | | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100 |
| EXCLUSIVE OF ENGINEERING: $512,126.80 | ENGINEERING AUTHORIZATION: $39,205.88 | |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $519,745.99 | ENGINEERING COST TO DATE: $41,200.00 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100 |
| ESTIMATED PERCENT OVERRUN: 1.49 % | PERCENT OF AUTHORIZATION: 105.1 | DATE PROJECT WAS COMPLETED: January 16, 1967 |

FINAL REPORT semi-finalsubmitted

ESTIMATED PERCENT COMPLETE (ROADWORK) 2-10-67

| | CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|---|
| | | | | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
| MILES IN PROJECT | | | | 1.07 | 1.07 | | | 1.07 |
| MILES PARTIALLY COMPLETED | | | | 1.07 | 1.07 | | | 1.07 |
| MILES COMPLETED | | | | 1.07 | 1.07 | | | 1.07 |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | 152,000 | 22,400 | | | 4,200 |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | 145,434 | 25,264 | | | 4,351 |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | 145,434 | 25,264 | | | 4,351 |
| AVERAGE DAILY QUANTITIES | | | | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | | | | |
| HOURS PER SHIFT | | | | | | | | |

EQUIPMENT USED DURING THE WEEK:

Project Completed FINAL REPORT

ESTIMATED PERCENT COMPLETE (STRUCTURES)

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Floras Creek | | Old Bridge | | | | | |
| BRIDGE NO. | 9370 | | | | | | | |
| PERCENT | 100 | | 100 | | | | | |

| | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|
| SUNDAY | | | | |
| MONDAY | | | | W |
| TUESDAY | | | | E |
| WEDNESDAY | | | | B |
| THURSDAY | | | | W |
| FRIDAY | | | | |
| SATURDAY | | | | |

HLN GIFFORD

## GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

| | |
|---|---|
| SUNDAY | |
| MONDAY | |
| TUESDAY | |
| WEDNESDAY | |
| THURSDAY | |
| FRIDAY | |
| SATURDAY | |

## REMARKS

Project Completed. Semi-final submitted 10 February 1967. FINAL REPORT.

SIGNED J. E. Holland LOCATION Bandon, Oregon

J. E. Holland, Resident Engineer

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

SP-F216

RECEIVED
NOV 14 1966
SP*23401-734

Mr. Edwards

FOR FILING

8 11 66

6 7 6

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bandon, Oregon
November 2, 1966

To:

L. R. Chandler
Division Engineer
Roseburg, Oregon

SUBJECT:
Floras Creek Bridge
Oregon Coast Highway
Curry County
Contract No. 6850

In reference to the above named project. The "School Crossing Sign" at Langlois has been installed as of November 1, 1966.

cc J. E. Holcomb
File

Wayne A Cabin
for - J. E. Holland
Resident Engineer

NOTED
TOM EDWARDS

Do we notify anyone?

Place in Wahl File
Assignment TE 5060 noted ja.

RECEIVED
NOV 10 1966
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 10 1966
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 5 - 1966

FOR FILING

8-11-C
6851

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1966

To: Mr. G. E. Rohde
Chief Counsel
BUILDING

SUBJECT: Deets Water System
Files 37230, L-4948
Floras Creek Section
Contract No. 6850

NOTED
F. B. KLABOO

Herewith our file on the subject problem. Jack Sollis wrote to the prime contractor, Tom Lillebo, on August 29. The grading subcontractor, S. A. Hutchins, responded with a September 15 letter.

Our Division Office now recommends that the State pay for certain cleaning of the water line, washer repair and addition of a sand screen to the line, at a total cost of $287 as shown on the September 14 quotation from Bandon Plumbing. It seems to me before we undertake any such work we would need some assurance that it would settle the matter.

Please advise. It would be possible to authorize this work by a State Force Order on the contract.

F. D. Morgan
Construction Engineer

By John A. Bond

John A. Bond
Staff Assistant

JAB:fp
Enc.
cc F. B. Klaboo

FORM S-99 10M 10-65 SP*23401-734

Routing
Pease E
Morelock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
OCT 1 1966
CONSTRUCTION
DIVISION

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 3, 1966

SUBJECT: Deets Water System
Floras Creek Bridge Section
Oregon Coast Highway
Contract No. 6850

To: Mr. F. D. Morgan
Construction Engineer
S A L E M

Attention Mr. John Bond

The Deets water system has given us considerable problems.

Originally the Deets home was fed from the east side of the property through a line at approximately station 725. During the construction activities, it was found desirable, as we were obligated to restore their water system, to extend a main along the old highway to a position in front of the Deets home and service their house from that direction which is westerly of the home. Originally, in order to expedite the construction activities, the contractor provided a temporary plastic water service to the home. The Langlois Co-Op then extended their main down the old Oregon Coast Highway and we, by Force Account, reconnected the Deets home from that direction.

From the time that the permanent connection was made, we have had considerable complaints from the Deets regarding sand and silt in their water system. Copies of the reports are attached to this letter including Selmar Hutchins' reply to our attorney's letter of August 29 placing the responsibility for this water service repair on them.

The problem, simply put, involves the State, who reconnected and changed the water service of the Deets', the contractor, who broke the water main during his activities approximately three times, and the Deets family, who tend to be critical because of our taking of portions of their property and general unhappiness. It would appear that the blame in this case would be difficult to direct as to responsibility and it is my recommendation that, in accordance with the attached proposal by Bandon Plumbing and in direct disagreement with our Staff Attorney, we proceed to make the necessary alterations with the hope that this problem can be settled amicably.

Your approval of this recommendation is requested.

J. B. BOYD
Assistant Division Engineer

JBB/cw
Enc.

PHONE
RESIDENCE
672-1592

S. A. Hutchins and Associates
CONSTRUCTION CO.
P.O. Box 190
Interstate 5 at Sutherlin Exit
SUTHERLIN, OREGON

PHONE:
ROSEBURG 672-4881
SUTHERLIN 459-2344

September 15, 1966

Mr. Lee Clements
Lillebo Construction Co.
PO Box 45
Reedsport, Oregon

Dear Sir:

With reference to the letter of August 29, 1966, received from G. E. Rohde, Chief Counsel, regarding File No. L-4948 R-37230 Floras Creek Section, Oregon Coast Highway, Contract 6850 copy of which you mailed to us. We enclose a copy of letter pertaining to this subject from our Superintendent, Mr. Al Blake and would conclude that this is the States' responsibility.

Yours very truly,

Selmar A. Hutchins
President

SAH:km
Encl: copy of Supt. letter

cc: G. E. Rohde
Frank Morgan
L H Young
L R Chandler
E A Pease
John Bond

ROSEBURG DIVISION
RECEIVED
SEP 20 1966
Assign
Reply

I believe that we are at least in part at fault because we have the Depts on the end of the pipe without Circulation Part fuschgrass. Payments to Cont I don't know but we have to chase it to Depts.

PHONE
RESIDENCE
672-1592

# S. A. Hutchins and Associates

CONSTRUCTION CO.

P.O. Box 190
Interstate 5 at Sutherlin Exit
SUTHERLIN, OREGON

PHONE:
ROSEBURG 672-4881
SUTHERLIN 459-2244

September 6, 1966

Mr. S. A Hutchins
PO Box 190
Sutherlin, Oregon

Re: Letter of Aug. 29, 1966
Floras Creek Section
Mr. Deets Complaint

Dear Mr. Hutchins:

As everyone knows the water line of the City of Langlois has been a subject of controversy ever since this project began.

On my arrival on this project Mr. Deets water line to his house crossed our area of excavation. I bought 100 feet of 3/4 inch plastic line to give Mr. Deets a temporary line in order to operate our excavation equipment with as little hold up as possible. This expense was absorbed by the contractor as the State refused to be of any part of this transaction. Although Mr. Holland, Resident Engineer, was informed daily by myself and Wayne Hutchins prior to my invoivment, no help was taken by the State to alter this inconvenient situtation.

I felt that as it is not a contract item and on State property that the State should be liable for its removal or a reembursement to the contractor for his lost time.

Some of the water line was placed on Force Account, also as your letter of July 27 states that I agreed to lower the water line across two school approaches. I agreed, but Mr. Holland, Resident Engineer, negoiated the agreement as I refused to negoiate with any one regarding work on State property, with anyone but a State Representative when not an item of our contract.

On June 1st 1966 County crews began lowering the water line for the city. The County Engineer was informed he was using the wrong elevation by the contractor but this was disregarded.

On June 20 we were on Force Account to lay a new line from State property right-of-way on West side of old highway to connect to Mr. Deets house. This was accomplished and accepted by the State Representative on the job. This same week, Mr. Deets reported his lines, system, and appliances plugged with sand. Later Mr. Holland asked if I would pay for the clean out and repair of the Deets system and appliances if he had the work done and billed to us, the contractor. I agreed then the state would reimburse the contractor on the original Force Account Work Order. Some of this work has been accomplished I understand.

I feel the contractor is not liable in any way as all authorization was done by the State. Mr. Deets agrees that no sand was involved in his house water unt the State construced the line to his house under the force account order. There was not any sand in the system while the contractor had his temporary line in operation.

This, the water system, has been a poorly engineered project and very costly to us, the contractor, as so little interest has been showed by the State.

Water lines were broken by me on July 5 and August 16.

Yours very truly,

Al Blake
Superintendent
Contract 6850

# PROPOSAL and CONTRACT

TO Che State Highway Date 9-14, 1966

Address Barden Calif Phone

Dear Sir:

We propose to furnish all materials and perform all labor necessary to complete the following:

Install 2 ton softening material & labor at the Hwy Rests Alls, Kanglass Ave.

1- 1" Laval Stand-Master filter

1-24" Concrete tile pump, graveled bottom clean and repipe Elect Water Heater, also replace element if necessary.

Repair worn parts, caused by sand, in washing machine.

Check all plumbing in Rts.

All of the above work to be completed in a workmanlike manner according to standard practices for the sum of $ 287 00 Dollars ($ 287 00)

Payments to be made upon completion

as the work progresses

to the value of per cent (%) of all work completed, and the balance when all of the work has been performed and materials installed in accordance with this contract.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted

Firm Barden Plumbing

By Robert Schultz

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which agree to pay the amount stated in said proposal, and according to the terms thereof.

ACCEPTED

Date , 19

# PROPOSAL and CONTRACT

TO [illegible] Date 9-14-1956

Address [illegible] Phone [illegible]

Dear Sir:

We propose to furnish all materials and perform all labor necessary to complete the following:

[illegible]

All of the above work to be completed in a workmanlike manner according to standard practices for the sum of [illegible] Dollars ($ [illegible])

Payments to be made upon completion

[illegible] as the work progresses

to the value of [illegible] per cent ([illegible]%) of all work completed, and the balance when all of the work has been performed and materials installed in accordance with this contract.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted,

Firm [illegible]

By [illegible]

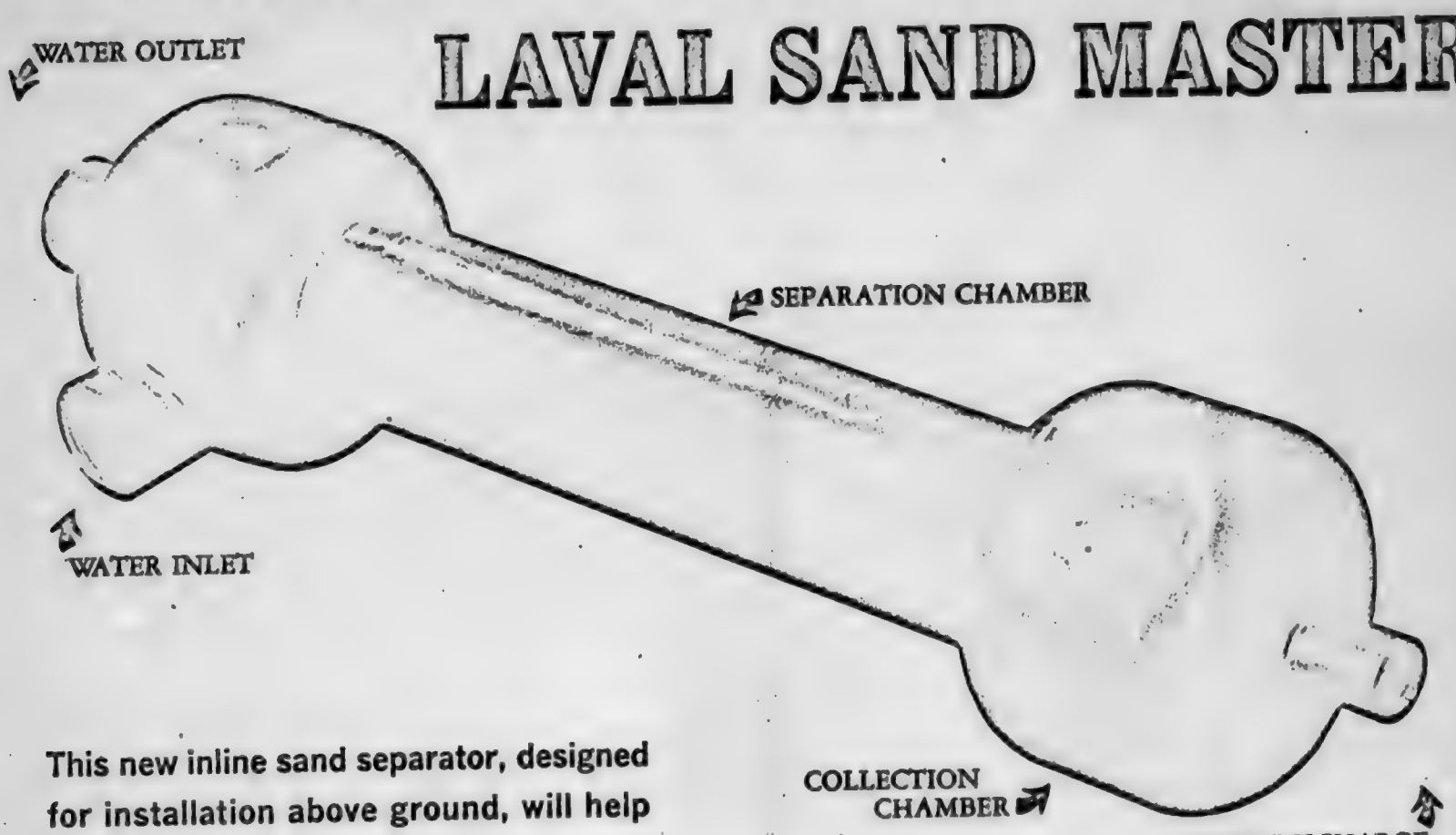
## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which [illegible] agree to pay the amount stated in said proposal, and according to the terms thereof.

ACCEPTED [illegible]

Date [illegible], 19[illegible] [illegible]

# KEEP SAND OUT OF YOUR WATER SYSTEM WITH A LAVAL SAND MASTER




This new inline sand separator, designed for installation above ground, will help protect appliances and equipment in home or office from sand damage.

Installation is quick and easy between pump discharge and storage tank or use outlet.

The LAVAL SAND MASTER has no moving parts or screens and requires no maintenance for dependable service.

For domestic use, models are now available in 1" through 2½" line size.* Don't wait for invisible sand particles to damage your equipment or appliances. Install a LAVAL SAND MASTER now!

*For industrial and agricultural use, larger sizes available for above ground or with submersible pump installation.

LAVAL SAND MASTER
SAND EXTRACTOR

A DIVISION OF AV ELECTRONICS, INC.
240 S. TEILMAN AVENUE, FRESNO, CALIFORNIA
(209) 233-5861

AVAILABLE AT:

FORM E.30 5M 10-48 SP°28401-784

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 7, 1966
Bandon, Oregon

To: Memo to file

SUBJECT: Floras Creek Bridge Section
Deets Water System

Took Mr. Deets to Whalens for coffee today to see how he was feeling. He was in his usual foul mood. He said he was going to Gold Beach to talk to Mr. Starkweather about the condition of his water system.

He said his washer did not work, the hot water tank was full of sand, the tiolets did not work, and his wife was going to Bandon to do all of the washing since June. He said he wanted it fixed. He said somebody was going to pay for all of this plus telephone calls to his lawyer, and all other expenses caused by his water system not being like it was supposed to be.

He said we were ordered by the judge to replace his water system to make it as good as or better than it was before we came in, and we haven't done it. I ask him what he would suggest we do to make it like he wants it. He said he was no plumber. All he would say was he wants it as good as or better than it was.

I told him I would contact a plumber and see of I could get it going again, but I wanted to make sure if I went to the expense to fix it, I would like to see the end of the trouble once and for all.

cc J. B. Boyd
file

J. E. Holland, Res. Eng.

Called Wayne Coburn & reminded him of legal letter 9-13-66

ROSEBURG DIVISION
RECEIVED
SEP 12 1966
DE | Q | W | DE
Assign ..... for .....
Reply .....

FORM E-133

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

August 29, 1966

Mr. Tom Lillebo
P. O. Box 45
Reedsport, Oregon 97467

Re: File No. L-4948 R-37230
Floras Creek Section
Oregon Coast Highway
Contract No. 6850

Dear Mr. Lillebo:

We have received complaints from Mr. and Mrs. Raymond E. Deets, property owners on the above section of highway, that they have been having considerable trouble with their water lines due to the extreme amount of silt which has plugged faucets in the house, caused the toilet to run constantly, damaged their automatic washing machine and their hot water heater.

It presently appears from our investigation of this matter that in performing your work on this contract you broke a new water main three times, which main served this and other properties. It further appears that these breaks in the main line are the reason the lines have become plugged with silt. Therefore, we feel it is your responsibility to immediately contact Mr. and Mrs. Deets for the purpose of correcting the above matter.

We would appreciate your keeping us advised on this matter and, in particular, when a settlement with Mr. and Mrs. Deets is reached.

You should also be advised that the Deets are presently represented by Mr. Fred Starkweather, attorney in Gold Beach.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
JACK L. SOLLIS
Staff Attorney

JLS:ks
cc: Frank Morgan
L. H. Young
L. R. Chandler
E. A. Pease
John Bond
G. E. Rohde

REFERRED TO
Date 8-31-66 By
For your info
Doc Date: NA

AUG 31 1966

Bruce Boyd

FORM S-20-OSH 5-65 SP*6470-784

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 24, 1966

To: THE FILE

SUBJECT: File No. 37230-Deets
Section: Floras Creek
Highway: Oregon Coast
County: Curry

Pursuant to your instructions I contacted Attorney Fred Starkweather by phone and was advised I should call on the Deets and inspect their plumbing.

I went to Langlois on Tuesday, August 23, and contacted Mrs. Deets at her home. Prior to seeing Mrs. Deets I checked with the local people of Langlois to see if anyone else had been bothered by sand and silt in their water system.

The water system involved is a co-op put in by the residents of Langlois some years ago as wells for each homesite was impractical. They formed a co-op group and installed a pump and filter in Floras Creek and ran a main into the center of the community. They split the cost and pay a monthly user's fee. They have no meters so the amount of water each uses is not too important.

I contacted Mr. Art Aldropp, principal backer of the system, and was advised that when they changed their mains, they also pumped out the sump in Floras Creek and in doing so stirred up some sand. He said sand in the line was a common occurance but never had bothered anyone. He also said the State's contractor broke the main 3 times during construction; this added to the sand and silt in the line for a few days but the majority of the users had not complained.

I asked specifically about Deets' line. Mr. Aldropp said, they "the co-op" had run a new line from the main under our highway over to the new service station on the west side and extended it south along the old highway to a point opposite Deets. This was done by and at the expense of the co-op. He, Aldropp, did not supervise the job but Deets was there. It was a new line and presumed clean.

The State then, on force account, ran a 1" line across the property of Deets and connected to his existing line on the east side of the house. Deets' original hook-up came in from the east but when we changed the highway, we cut this hook-up off and the engineers secured a letter from Deets permitting us to come in from the west.

REFERRED TO
Holland
3-31-66 By:
yours to
Due Date: NA

TE | ADE | DCE

AUG 25 1966

Prior to seeing Mrs. Deets I also contacted Mr. and Mrs. Whalen and was advised that they too had sand and silt in their water a few days. I contacted Mrs. Dick at the restaurant and they have had the same trouble but the water was clear then. Mrs. Dick said that in the winter they often get some silt and sand in their water.

Our Resident Engineer Mr. Holland was not available at the time I was in Langlois but I talked to him later. He confirmed that the contractor had broken the new main 3 times but the contractor and the co-op had replaced the main without involving the State. I also asked the Engineer how much time was involved by us in installing our portion (100 ft. + or -) of the line and was advised we had their water shut off twice, once for about 1½ hours and the last time about ½ hour. What other times it may have been shut off was due to the changing of the mains and was not recorded or caused by the State.

I went to Mrs. Deets' home and was invited in to inspect the situation. I checked and found the valve in the tank of the downstairs toilet was in bad shape, as it would not shut off the water completely so ran continuously. The cold water tap on the wash basin was clogged and would hardly flow. The hot water tap was o.k. Both taps in the bath tub were fair to o.k. In the kitchen both taps in the sinks were plugged somewhat but the spray hose was o.k. The shower in the upstairs bath was plugged but the upstairs toilet was o.k.

Mrs. Deets claimed the hot water tank was full of sand but there was no drain plug to clean out. Also sand has about ruined her automatic washer.

I advised Mrs. Deets I was just inspecting the property and would write a report for the consideration of our head office and they in time, would advise her attorney as to my findings.

In conclusion I feel the damages, and there are damages, were caused by sand and silt entering the pipe line when it was moved, as this area is all sand and silt, and after the line was moved and covered up, the contractor's machinery broke the line 3 times. It had to be shut off, dug up and repaired. This increased the chances for more sand and silt. Also, the plumbing in subject house is old and pipes along the coast area deteriorate more rapidly than those inland adding to rust in said pipes.

This accumulation has caused the trouble and I see no way the State could have prevented or caused this to happen. We may have a slight responsibility but it would be due to the fact we re-built the highway causing the co-op to move its mains. I see no way of assessing a dollar loss to the Deets as Mrs. Deets said they now have better water pressure than before on all but the plugged fittings.

J. M. MORGAN
Right of Way Agent

cc: Frank McKinney
John Oakes
Jay Boyd

JMM/dw

LAW OFFICE OF
FREDERIC H. STARKWEATHER, JR.
GOLD BEACH, OREGON

Floras Creek

August 4, 1966

37230

Mr. Frank McKinney
State Highway Department
Salem, Oregon

Re: State v. Deets
Case No. 5355

Dear Frank:

I am writing about the above case which was tried here this last term of Court. During the state's case in chief it developed that no provision had been made for water to the Deets residence. The State then stipulated, among other things that during construction the water service would never be interrupted for more than 1 hour at a time. This has not been the case.

The service has been cut off repeatedly and then when resumed it has silted the domestic system. The hot water tank, washing machine and faucets are incoperative and the water is contaminated. Mr. Deets has complained but to no avail.

In addition there has been a continuing trespass on his remaining property with severe damage to his property. Here again his complaints have gone unheeded.

Please see that immediate action is taken to correct these matters and adequate compensation paid for damages to date.

Very truly yours,

Frederic H. Starkweather, Jr.

FHS/kjw
cc: L. R. Chandler
Ray Deets

Resident Engineer
Bandon, Oregon

RE | ADS | LAP | ADE | DCT
AUG - 8 1966

8-8-66
Talked to Holland.
Told him to sit tight
& do nothing without explicit orders
CMW.

FORM S-30 SOM 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bandon, Oregon
~~August 11,~~ 1966
July 27

To: Memo to file

SUBJECT: Floras Creek Bridge Section
Oregon Coast Highway
Curry County
Contract #6850

I talked to Mr. Deets today and he said that his water pipes were running so much sand that his faucets were plugged up.

He took me out to his house and we checked the faucets. The toilet was the only one plugged up at that time.

He claimed that we were supposed to make his water system better than it was originally. I told him that we put in a 1" water line with 4 Ts for outlets as he wished on June 21, 1966. The water was in good shape at that time and I couldn't understand how this could be the cause of sand in his pipes. He said that his water system was okay before we moved his pipes so we were responsible for it. I agreed to clean his system for even though I didn't think that we were obligated.

On July 26, we had a plummer from Bandon to blow out all his pipes and replace all the washers in the faucets. The plummer did not touch the washer on his hot water tank. I thought that would be over stepping our obligation too much.

I also took Mr. Deets down to the bottom of the fill left of station 729+00. I ask him for permission to fill in a low place next to the road bluff. He said he wouldn't mind if we used good top soil, but he would have to talk to his lawyer and his wife about it first.

J. E. Holland,
~~Res. Engr.~~

ROSEBURG DIVISION
RECEIVED
AUG 15 1966
ADE
Assign ..... For .....
Reply ..... Action .....

CC. J. B. Boyd

RECEIVED
SEP 13 1966
FOR FILE

8-1106

6851

Salem, Oregon 97310
September 13, 1966

Mr. John Bond
Staff Assistant
Construction Division
B U I L D I N G

Potential Damage Settlement
Langlois Water System
Floras Creek Bridge Section
Contract No. 6850

You have my tentative approval to negotiate with the Water Board for raising the pump at State expense; however, I would like confirmation from the Legal and Right of Way Division that this will not prejudice us in any future claims for damage to others in the area.

Possibly, this matter could be handled on some other basis rather than as a payment for possible damage from high water as a result of our structure.

Before proceeding, please get the approval of the Legal Division. If they cannot agree to a proposed proposition, please discuss further with me before taking any action.

F. B. Klaboe
Assistant State Highway Engineer

FBK:srb

FORM E-30 50M 10-65 SP°23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1966

**SUBJECT:** Potential Damage Settlement
Langlois Water System
Floras Creek Bridge Section
Contract No. 6850

**To:**
Mr. F. B. Klaboe
Ass't. State Highway Engineer

B U I L D I N G

Herewith a copy of an August 3 letter from the chairman of the Langlois Water Cooperative concerning possible flood damage to their pump installation arising from construction of our Floras Creek Bridge Section of Oregon Coast Highway. Also attached is a print of the construction plans showing the approximate location of the pump house, a snapshot of it, an aerial picture with new alignment superimposed showing the general vicinity and an August 23 report from our Hydraulics Engineer.

The water board offers a complete release from all future damages arising from the new construction in return for a $200 payment which they will apply towards raising the elevation of their pump motor. Considering the Hydraulics report this seems a very modest sum to settle in advance what could become a serious problem. The most objectionable feature is whether a poor precident would be established if there were claims for other damage in the area. This pump house is the only upstream improvement close to the new bridge and fills. The next closest buildings are a quarter of a mile away. Only two ownerships were involved in the new right-of-way across the flood plain (Deets-final judgement R/W 27373, and Cope-37231).

The aggravation of the high water elevation at the pump house arises not so much from the length of the new bridge opening (which is 431 ft. vs. 537 ft. for the old bridge) as from the fact that the new highway is so much closer to it. The crossing has been moved upstream about 2300 ft. from the old bridge so that several acres of the prior flood plain storage area are now downstream. The new roadbed fill also occupies a volume that was formerly high water storage and is higher than the old highway.

The Division recommends the $200 payment. This has been discussed with Mr. Barbee and Mr. Morgan who also concur. We ask your approval after which Legal Division should prepare a suitable release. They should also probably be consulted as to the merits of this proceedure in relation to the right-of-way acquisition. We understand that some allowance was made on the above files for flood damages.

F. D. Morgan
Construction Engineer

By

John A. Bond
Staff Assistant

JAB:nh

Attachments

cc: G. E. Rohde
L. R. Chandler

RECEIVED
SEP 6 1966
OFFICE OF
STATE HIGHWAY ENGINEER

DICK'S FARM STORE
FEEDS — FERTILIZERS — SALT — PAINT — SUPPLIES
Phone 141
LANGLOIS, OREGON

August 3, 1966

Oregon State Highway Dept.
Salem, Oregon

ATT: J. E. Holland
Resident Engineer
P. O. Box 566
Bandon, Oregon

Dear Sir:

At our last meeting of the Langlois Water Board we discussed the new bridge and fill that you put across Floras Creek south of town, and we are quite concerned as to the effect it will have on the back-up of flood water we have every year.

In past years the water has come up to the floor of our pump house (which is located on the river bank on the north side of the river and just above your fill). We feel certain that we must raise our pumps at least three feet in order that the water does not take out our pumps and motors. Should this happen considerable money would be involved as well as our little community would be without water.

We cannot wait for this to happen, and have voted to raise the pumps now. This will cost about $200.00 and we feel the responsibility is yours since the fill and bridge will cause the water to raise to a point higher than in previous years.

We would like to make you this offer, rather than wait until we have our system ruined with flood water and have our people out of water this winter. We will raise the pumps and change all the wiring, etc., providing the State will pay us for the labor. As stated above, we feel the $200.00 will do the job and if the Oregon State Highway Department will cooperate with us to this amount we will give you a statement absolving you of all future responsibility of our water problem caused by this new work.

I am sure you can see that this is a very reasonable offer and that we are only trying to protect our system and avoid coming to you later with quite a large bill for damages and loss of service to our people of Langlois.

Thank you for this consideration and we will be looking forward to your answer as this work should be done in the next sixty days.

Yours Very Truly
Langlois Water Cooperative
Dick Bankhead, Chairman

"Good Feeds Cost Less"

JULY 1896

Floras Creek Bridge Sect.
Longlois Water Pumphouse

9V-19

T.31S., R.15W., W.M.

| FLORAS CREEK BRIDGE SEC. |
|---|
| OREGON COAST HIGHWAY |
| CURRY COUNTY |

| FED. ROAD Div. No. | STATE | PROJECT NUMBER |
|---|---|---|
| 8 | OREGON | STATE |

Const. Apprs. Rt & Lt (On County Rd)
+40
Const. County Rd. Connection
Inst. 12" Culv. Pipe - 72'
Tr. Exc. 4 C.Y.

Sta 720+00 to Sta. 728+00 Lt. & Rt.
Inst. 6" Perf. Drain Pipe - 1600'
Special Backfill - 222 C.Y.
Tr. Exc. 243 C.Y.

Approx Location Well

Flores Creek

Remove Building (Cl. & Gb)

Const. Conc. Structure - 431'
Rdwy. Width - 32'
Drg. Nos. 21669-21696, 14660, 20341

Const. Guard Rail - 375'

Const. Guard Rail - 325'

Sta 736+00 to Sta. 749+
Const. Guard Rail
(See Sheet 4 for Quantiti

Const. Dro
For Quant

Remove 2 Buildings (Cl. & Gb)

720

6" Perf.

6" Perf.

100

725+18.69 P.S.C.

726+73.23 P.G.S.

731+73.23 P.T.

735

740

S 20° 21' 42" W

720+18.09 P.S.

25'

OREGON COAST HIGHWAY

R/W

R/W

3° C.R
Δ 19° 38' 10"
Ts 581.31'
2 - 500' Sp.
S 7° 30'
a 0.6

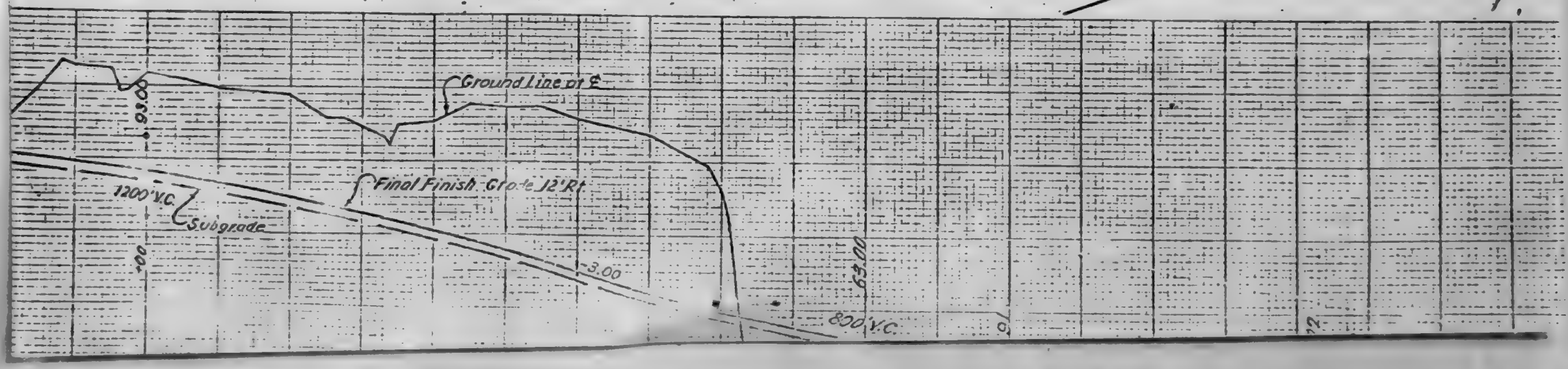
+25 Const. Subgrade Cutoff Trench
Inst 6" Perf. Drain Pipe - 70'
Special Backfill 9 C.Y.
Tr. Exc. 9 C.Y.
(See Dwg. No. 2051)

Const. Loose Riprap - 570 C.Y.

Sta. 736+00 to Sta. 749+25
Const Guard Rail
(See Sheet 4 for Quantities)

+00
Const. Rd. Conn.
Inst 12" Culv. Pipe - 110'
Tr. Exc. 7 C.Y.

SEC. 2



FORM B-30 8GM 10-62 SP°25401.734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 23, 1966

SUBJECT: Langlois Water Cooperative Pump
Floras Creek Bridge Section

To:

Mr. F. D. Morgan
Construction Engineer
O F F I C E

ATTENTION: Mr. John Bond

At the proposed site over Floras Creek, an analysis regarding any increase in backwater that can be contributed to the installation of our proposed structure has been made.

A flood flow would be spread over a wide flood plain, the degree of contraction is considerable in getting the flow through the bridge opening. A backwater of about 0.35 feet is possible with average velocity through the structure increased from 3 to 6 f.p.s. Considerable lengthening of the structure would be required to materially affect the backwater or velocity.

Because of the anticipated backwater, the previous high water level in the vicinity of the Langlois pumphouse could conceivably be raised 4 inches.

W. H. Tebeau
Preliminary Studies Engineer

By F. L. Barnes

F. L. Barnes
Hydraulics Engineer

FLB:fp

cc D. J. Barbee

RECEIVED 10

Barbee
By Construction Engineer

Pump House

Pump House

RECEIVED
DEC 21 1966

FOR FILING

8-1106

685o

FORM E-30 50M 10-65 [illegible]23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16, 1966

To: Mr. D. H. Moehring
Right of Way Engineer

BUILDING

SUBJECT: File 37227 - Geer
Floras Creek Bridge Section
Oregon Coast Highway
Curry County

RECEIVED
AUG 18 1966
LEGAL & RIGHT OF WAY

NOTE
D. H. MOEHRING

Attached is a copy of Mr. Boyd's letter of August 9, 1966 concerning a right of way problem on the subject section.

We concur with the Division Office recommendation that the excess area be deeded back to the property owner and a description covering this small triangle is attached.

Will you please handle this conveyance.

REFERRED 8-17-66
TO Haskin
FOR handling
PLEASE REPLY BY
DAVID H. MOEHRING

F. D. Morgan
Construction Engineer

By D. J. Barbee

D. J. Barbee
Assistant Construction Engineer

FOS:bjm
Attachments

cc: L. R. Chandler - ATTN: J. B. Boyd

Approved 12-20-66

RECEIVED
JUL 22 1966
FOR FILING

8-1106

6850

7/21/66

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

# WESTERN UNION TELEGRAM

W. P. MARSHALL
CHAIRMAN OF THE BOARD

R. W. McFALL
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA062

1966 JUL 21 AM 11 03

PR COA024 PD=REEDSPORT ORG 21 1045A PDT=
OREGON STATE HIGHWAY COMMISSION=
SALEM OREGON=

REFERRED TO Admin BY S. CURTARY

BE ADVISED CONTRACT NUMBER SIXTY-EIGHT FIFTY FLORAS CREEK JOB IS SHUT DOWN DUE TO LABOR DISPUTE EFFECTIVE EIGHT AM JULY TWENTY FOUR REQUESTED DAY COUNT BE DISCONTINUED UNTIL ALLOWED TO RESUME=
TOM LILLEBO CONST CO.

NOTED
F. B. KLABOE

RECEIVED
JUL 21 1966
OFFICE OF
HIGHWAY ENGINEER

copy to Morgan 7-21-66

RECEIVED
JUL 21 1966
OREGON
STATE HIGHWAY COMMISSION

WU1203 (R2-66) THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JUN 27 1966
FOR FILING
8-1106
6850

3P

May 27, 1966

Ben Miller Construction Co.
P. O. Box 43
Bandon, Oregon 97467

Gentlemen:

The State Highway Commission on May 9, 1966, accepted your proposal for grading, paving, and structure on the Pierce Creek Bridge Section of the Oregon Coast Highway in Curry County for the sum of $478,173.30 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

These conditions have been satisfied and the State Highway Engineer today awarded you the project, which has been assigned Contract No. 6850.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Young, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Hurd, Assistant Secretary

gs

cc: Pacific Builder and Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Oregon

Frank Morgan
L. H. Young
C. D. Matthis (SIAC)
I. D. Merchant

RECEIVED
APR 28 1966
FOR FILING
SALEM
OREGON

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1966

**SUBJECT:** Right of Way Status Report
Supplemental

**To:** Mr. R. L. Porter
Deputy State Highway Engineer

OFFICE

BIDS TO BE OPENED APRIL 28, 1966

CURRY COUNTY:

Floras Creek Bridge Section of Oregon Coast Highway near Langlois. State Project. 1.07 mi. grading, paving and struc. Will be clear by May 27, 1966.

G. E. ROHDE
Chief Counsel

John R. Oakes
Assistant Right of Way Engineer

JRO:JP

cc: F. B. Klaboe
Floyd Query
L. H. Young
G. E. Rohde
H. S. Cox

R. L. PORTER NOTED

FORM S-125X BOM 7-65

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MAY 2 - 1966
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COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID P. WILLIAMSON, MEMBER
PORTLAND

8-11C6
6456

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 20, 1966

City of Bandon
City Hall
Bandon, Oregon

ATTENTION: Mr. John H. Fasnacht

Re: Power Line Relocation
City of Bandon
Floras Creek Section
Oregon Coast Highway - Curry County
State Project

Gentlemen:

Your estimate and sketch map for the adjustment of your facilities on this project, as submitted with your letter of April 13, 1966, have been approved by the State. This will confirm our verbal authorization to proceed with this work as of April 14, 1966.

Reimbursement for the work performed subsequent to April 14, 1966, in the amount of $3,140.90, will be made in accordance with paragraph 7-a(3) of PPM 30-4(4) upon receipt of your statement. Please be sure to include beginning and completion dates of the work in the statement.

Very truly yours,

F. D. Morgan
Construction Engineer

By

T. W. Litchfield
Utilities Liaison Engineer

PGP:bjm

cc: F. B. Klaboe
L. H. Young (2)
C. H. Maison
L. R. Chandler
Bobby Johnson
George C. Baker
J. E. Holcomb

NOTE: F.B. KLABOE

RECEIVED
DEC 8 1965
FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

8-11C6

685a

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 7, 1965

331

Mr. William E. Walsh
Attorney at Law
P. O. Box 359
Coos Bay, Oregon

Re: State vs. Jack Whalen, et al
Our File L-4949 R-37224
Floras Creek Unit
Oregon Coast Highway

Dear Bill:

In compliance with our telephone conversation of December 2, 1965, I have checked with our Right of Way Engineer who informs me that it is not contemplated any contract will be awarded for the construction of the above highway until June of 1966. This would be the earliest possible date, and it might subsequently develop that it will be after that date.

In the event the June contract letting is met, it would be necessary for us to obtain possession some time in May 1966 in order to make proper disposition of the buildings as part of our right of way clearing before the awarding of a contract.

I sincerely hope that the above will justify your client obtaining a liquor license for 1966.

I am sure you are aware that in addition to our offer in this case your client would be entitled to actual moving costs for his business, up to the sum of $3,000. Our right of way supervisor in Roseburg can furnish you with the proper forms and the details of obtaining costs for moving.

This letter will also confirm our understanding that you may have up to and including January 4, 1966, in which to file an answer or otherwise appear in this case.

In the event that your appraisals are not completed by that date, please notify me and we will arrange another extension.

Yours very truly,

G. E. ROHDE
Chief Counsel

By

FRANK C. McKINNEY
Acting Assistant Counsel

FCMcK:ks

cc: R. L. Porter
John Oakes
G. E. Rohde

RECEIVED
DEC 8 1965
OFFICE OF
STATE HIGHWAY ENGIN

RECEIVED
APR 22 1965
FO...

| |
|---|
| Comm |
| Bridges |
| Eng |

April 22, 1965

256

Ms. Mary A. Kerber
Post Office Box 37
Langlois, Oregon

Dear Ms. Kerber:

We have received your inquiry regarding the Floras Creek Bridge Section on the Oregon Coast Highway in Curry County.

Our survey for this project has been completed, and we anticipate that acquisition of rights of way may begin this summer. A date for construction of this project is not scheduled at this time and would appear to be a substantial distance in the future.

The location of your property is not indicated on our right of way map for this section, but we are enclosing a print on which you may be able to determine the location of your property in relation to the proposed construction.

Please let us know if we may be of further assistance.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Victor D. Wolfe
Administrative Assistant

Enclosure

cc: Forrest Cooper
R. L. Porter
F. D. Morgan

GCW:dc sw

April 8, 1965

Mary A. Kerber
Box 37
Langlois, Oregon

Oregon State Hiway Commession
Salem Oregon

REFERRED TO
Wolfe
BY DEPUTY STATE HIGHWAY

Gentlemen;

Could you send me any information on the changes of hi-way 101 from Langlois south to and including the bridge over Floras Creek at this time? If there are any changes at this time or in the near future? We have some property ont the Hiway 101 between Geer's Proverty and the Bridge. Just south of Whalens Cafe.

Thanking you,

I am,

Yours truly,
Mary A. Kerber
Mary A. Kerber

RECEIVED
APR 12 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 12 1965
FOR FILING
8-1106
685a

March 11, 1965

337

Mr. Theo. E. Dick
c/o Whalens
Langlois, Oregon

Dear Mr. Dick:

Reference is made to your recent letter concerning the Floras Creek Section of the Oregon Coast Highway in Curry County.

This project has not reached the schedule stage and probably will not be built this summer due to the lack of funds. It is, however, a desirable project and the acquisition of right of way may be expected to proceed when time and money permit.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan

JEM:dc: ajw

REFERRED TO
Shaw
BY DEPUTY STATE HIGHWAY ENGINEER

# Whalen's

LANGLOIS OREGON

REFERRED TO
admin
BY SECRETARY

RECEIVED
MAR 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

State Highway Commission
Salem, Oregon

Gentlemen:

This is to inquire about the re-location of the section of road between Floras Creek and Langlois Oregon. We would like to know what action you plan to take in order that we may plan accordingly.

We have been contacted by several State men and Real Estate Appraisers trying to determine the value of our property, however nothing concrete has been arrived at, which leaves us at a point of indecision.

We would appreciate knowing if the work will be done this Summer or if the project has been postponed.

Any information you can furnish us will be greatly appreciated.

Yours Truly
Theo. E Nick
c/o Whalens
Langlois, Oregon

RECEIVED
SEP 28 1964
FOR FILING
E 8-1106
6850

September 28, 1964

Curry County Court
Courthouse
Gold Beach, Oregon

Gentlemen:

The State Highway Commission at its meeting on August 27, 1964, adopted a survey concerning improvement on the Floras Creek Unit of the Oregon Coast Highway.

For your information, we have attached a sketch map showing the route of the new section and a copy of the Commission's "Survey Resolution No. 287" adopting the survey.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jf

Attachment

RECEIVED
AUG 20 1964
FOR FILING
8-1104
6850

August 19, 1964

Oregon State Highway Commission

Gentlemen:

At the crossing of Florsa Creek with the Oregon Coast Highway, which is just south of the community of Langlois, there exists a narrow bridge and some poor highway alignment. The old bridge has a 19-foot horizontal clearance and it is estimated that maintenance costs over the next five years could be in excess of $100,000. It is highly desirable that this inadequate unit of highway be modernized, and based on a survey that has been completed, the estimated cost of construction will be about $460,000.

Without making any commitment as to construction timing, I recommend that the survey have your approval and that you authorize the acquisition of the necessary right-of-way. It is estimated that the right-of-way cost will be in the neighborhood of $40,000.

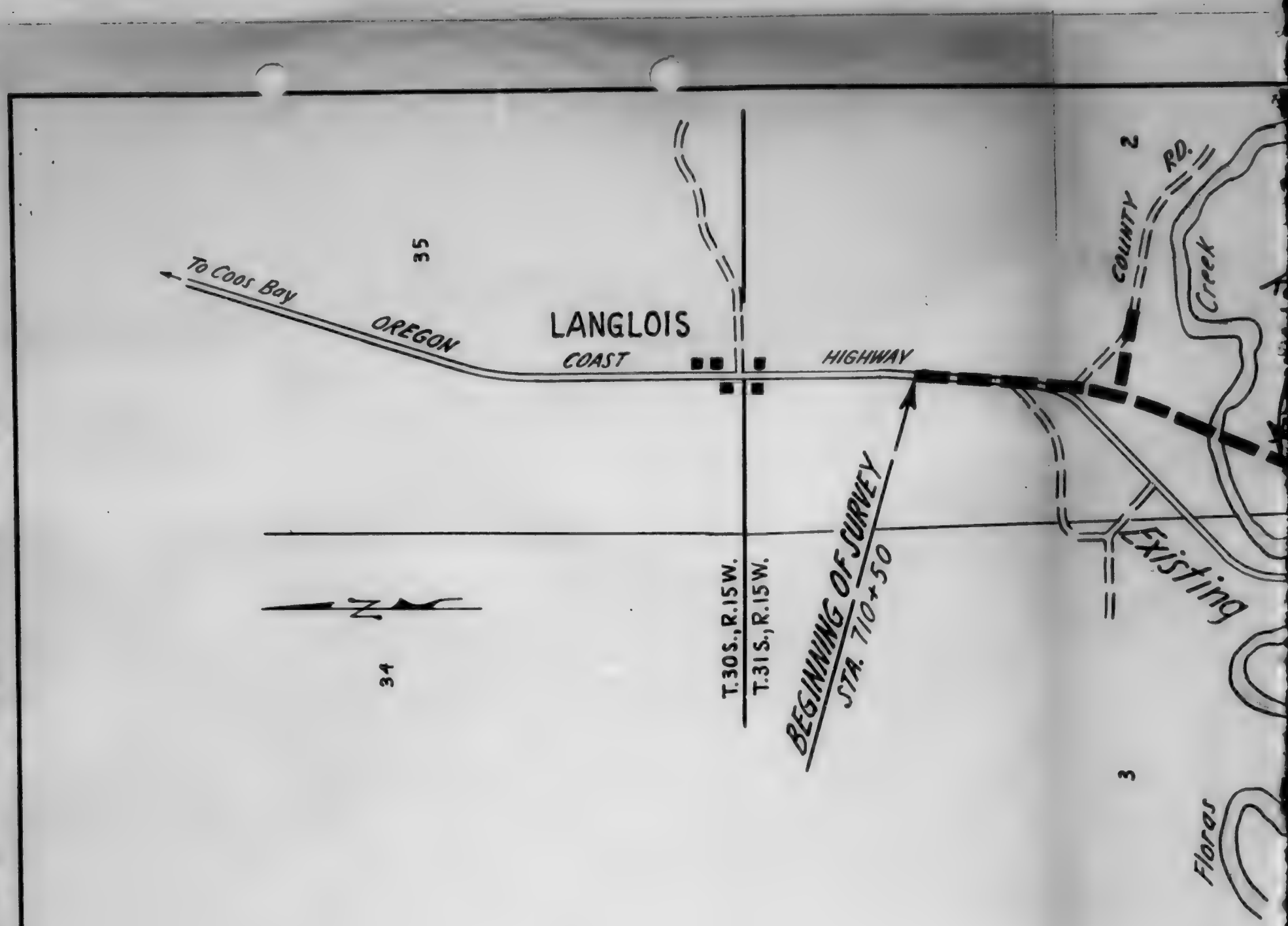
This matter will appear on the agenda for the August 27 meeting.

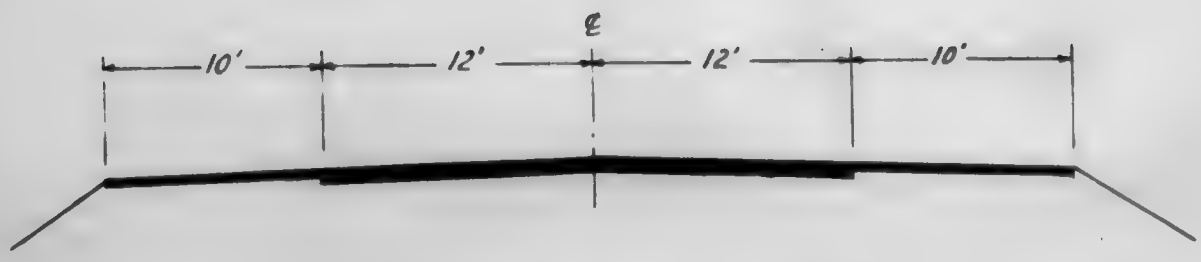
Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Lloyd P Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison
W T. Wright

RLP:ms bbc




TYPICAL SECTIONS

PUBLIC HEARING

SYSTEM ACTION

COUNTY ..

STATE HIGH

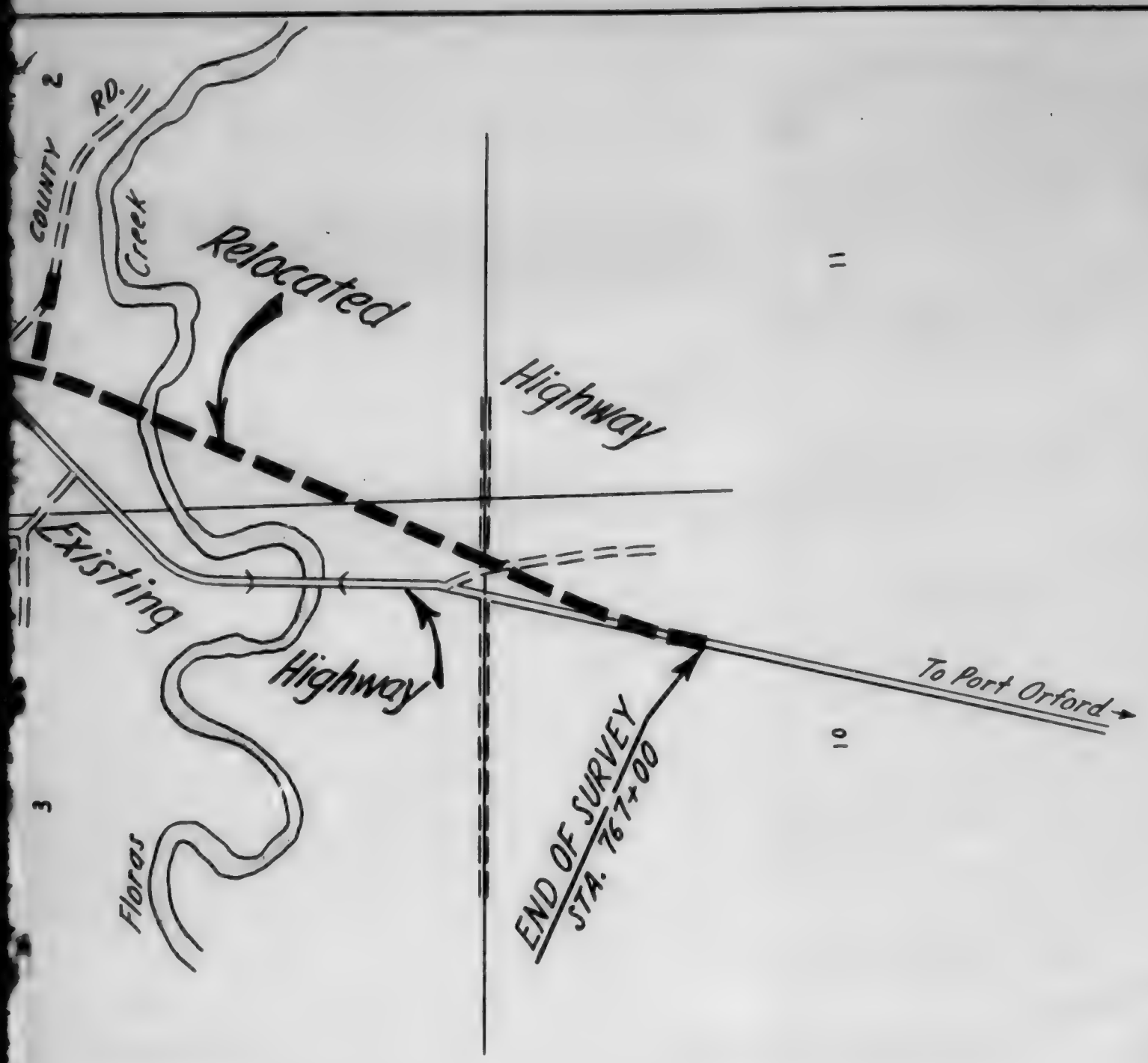
BUREAU OF

THROUGHWAY RESOL

ACCESS CONTROL ..

APPROVED:

DRG. NO.




| | |
|---|---|
| PUBLIC HEARING | None Required |
| SYSTEM ACTION | |
| COUNTY | None Required |
| STATE HIGHWAY COMMISSION | None Required |
| BUREAU OF PUBLIC ROADS | None Required |
| THROUGHWAY RESOLUTION ADOPTED | Feb. 17, 1953 |
| ACCESS CONTROL | Limited |

APPROVED: AUG 11 1964, 19

DEPUTY STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

SURVEY APPROVAL MAP

# FLORAS CREEK UNIT

## OREGON COAST HIGHWAY

## CURRY COUNTY

## DRG. NO. 1R-4-77

SCALE: 1" = 1000'

DATE: Aug. 1964

FOR DETAILS SEE DRG. NO.

8B-31-7 July, 1964

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
SOILS AND GEOLOGY SECTION
REVISED PROJECT BASE DESIGN



Section FLORAS CREEK BRIDGE Highway OREGON COAST (FA 2) County CURRY Prefix F-160

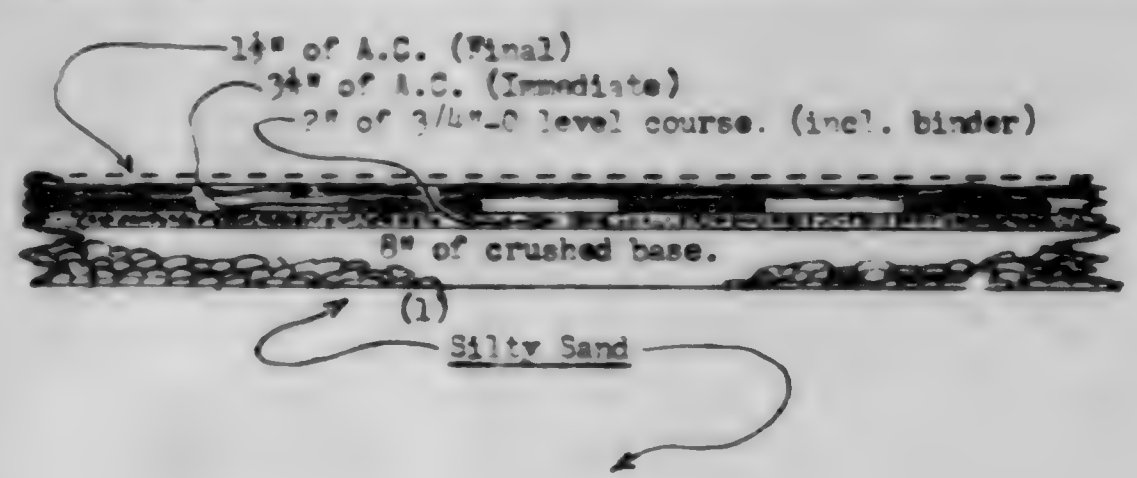
Res. Engr. G. A. Farnhart Approx. Length 0.95 Miles. Sta. 715+ to Sta. 765+ Date 7-31-44

Truck A.D.T. 405 Traffic Coefficient 9.7 18 kip s.a. per day 346.9.

Annual Precipitation 63"± Frost Penetration - - - - - - -.

(1)

| Typical Soil | |
|---|---|
| 30 | LL |
| 0 | PI |
| 34 | %P 10 |
| 19 | %P200 |
| 17 | %Gravel |
| 28 | %C Sand |
| 36 | %F Sand |
| 16 | %Silt |
| 9 | %Clay |
| 55 | "R" Value (Corrected) |




| | CBR Total Req. | Credit | Actual Thick. | |
|---|---|---|---|---|
| | | 3 | 1½ | AC-Final |
| | | 7 | 3½ | AC-Immed. |
| | | 2 a | 2 a | Level Cr Base |
| | 20 | 20 | 15 | |

AASHO CLASSIFICATION:
A-2-4 (0)

MATERIAL SOURCES:
To be determined by the Engineer.

cc:
B.P.R.
Asst. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Division Geologist
Chief Locating Engineer
Rural Engineer

Submitted by J. W. Yarbrough, Staff Assistant Recommended by E. W. Hoar, Engineer of Materials

Recommended by L. L. Parker, Area Construction Engineer Approved by [signature], Asst. State Highway Engineer

NOTED
LLOYD P. SHAW

RECEIVED
AUG 4 1944
FHWA

SECTION: FIGARO CREEK BRIDGE

HIGHWAY: OREGON COAST (#4 2)

COUNTY: CURRY

Traffic Analysis:

Calculation for Traffic Coefficient

Loadometer Study For Year _____

A. Present ADT 3100 (Total)

B. Future ADT 5090 (Total)

C. Mean ADT 4095 $\left(\frac{A+B}{2}\right)$

D. Design Period 20 Years

E. No. of Lanes 2

F. Percent Trucks 22 (ADT Basis)

G. Trucks (in one direction) $\frac{F}{2}$ = 11% x (C) 4095 = 405

H. % Trucks in Design Lane 100 %

I. Trucks in Design Lane (G) 405 x (H) 100 % = 405

TRAFFIC COEFFICIENT = K (I) $^{0.119}$
where K = 4.064

= 9.7

SECTION: FISCUS CREEK BRIDGE

HIGHWAY: [illegible] COAST (FA 2)

COUNTY: Curry

## PAVEMENT TYPE SELECTION

### Principal Factors Governing Selection

1. **Traffic Classification:** See attached sheet
2. **Soils Characteristics:** See design chart attached
3. **Weather:** See design chart attached
4. **Performance of Similar Pavements in Area:** Good X Fair _____ Poor _____
   Remarks: _____
5. **Cost Comparisons:** None made - See remarks

### Secondary Factors Governing Selection

6. **Adjacent Existing Pavements:** A.C. or Oil
7. **Stage Construction:** Part of the design
8. **Depressed, Surface, or Elevated Design:** Surface
9. **Conservation of Aggregates:** Not a consideration
10. **Stimulation of Competition:** Not a consideration
11. **Construction Consideration:** No special problems
12. **Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry:** Not a consideration
13. **Traffic Safety:** No unusual problems
14. **Availability of an Adaption of local Materials or of Local Commercially Produced Paving Mixes:** Not a consideration

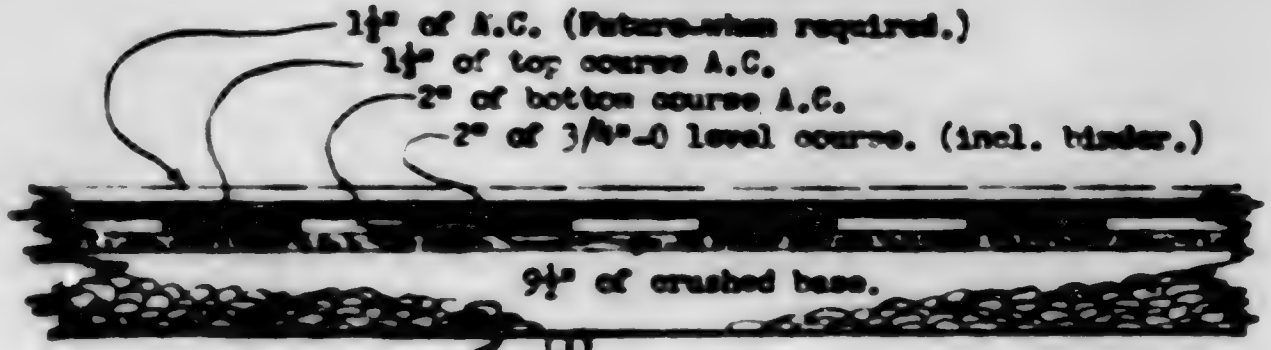
**CONCLUSION AND REMARKS:**

No cost comparison made for this project as it is a short (approximately 1.0 mile) isolated section with no PCC pavement in the immediate area.

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE REPORT

Section FLORAS CREEK BRIDGE  Highway (OREGON COAST (FA 2))  County CURRY  Project B-1490
Spec. Engr.  Length of Project 1.1 Miles  BEG. M.P. 280±  to END M.P. 280.114  Date 3-22-64

TYPICAL SECTIONS Traffic Classif. - VERY HEAVY (LOCATED AREA)


1½" of A.C. (Future-when required.)
1½" of top course A.C.
2" of bottom course A.C.
2" of 3/4"-0 level course. (incl. binder.)
9½" of crushed base.
(1)
Silty Sand

(1)
Typical Soil
30 LL
0 PI
84 % P 10
19 % P 200
17 % Gravel
28 % C Sand
36 % F Sand
16 % Silt
? % Clay
55 "R" Value (Corrected)
AASHO CLASSIF. - A-2-4 (0)

| Other Traffic Classif. | Total Thickness Requirements. |
|---|---|
| Heavy | 14" |
| Medium Heavy | 12½" |
| Medium | 11" |
| Light | 9½" |

| Required Depth Base | Required Depth Surf. | Designed Type & Thick. | | |
|---|---|---|---|---|
| | | | 3½ | AC |
| | | | 2 | Level |
| | | | 9½ | Cr Base |
| 15 | | | 15 | PRESENT |
| | | Future | 1½ | AC |
| | | | 16½ | FUTURE |

PROPOSED MATERIAL SOURCES

| Location | Lab. No. | S.G. | Type of Material | Max. Size | % Pass No. 4 Screen | % Pass No. 40 Screen | Abrasion Loss % | Sodium Sulphate Loss % | LL | PI | To be used for. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Suitable material source to be determined by the Engineer. | | | | | | | | | | | |

B.P.R.
cc State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by J. W. Garbrough
Recommended by G. H. Harra
Recommended by [illegible] Engineer
Approved by [illegible] State Highway Engineer
Asst Construction Engineer

LLOYD P. SHAW

## PAVEMENT TYPE SELECTION

FLORES CREEK SECTION
OREGON COAST HWY (PA 2)
CURRY COUNTY

### Principal Factors Governing Selection

1. **Traffic Classification:** VERY HEAVY Present ADT 2200 1980 ADT 4200 % Heavy Vehicles 15
   (NOTE: Increase classification one step for heavy logging use)(Logging Area)

2. **Soils Characteristics:** See design chart attached

3. **Weather:** Frost Penetration _____ Precipitation Annual 63"±

4. **Performance of Similar Pavements in Area:** Good X Fair _____ Poor _____
   Remarks: when constructed to present CSHD surfacing thickness standards

5. **Cost Comparisons:** Not appropriate due to other factors

### Secondary Factors Governing Selection

6. **Adjacent Existing Pavements:** A.C. or Oil

7. **Stage Construction:** No problem

8. **Depressed, Surface, or Elevated Design:** Surface

9. **Conservation of Aggregates:** No problem

10. **Stimulation of Competition:** Not appropriate

11. **Construction Consideration:** No problem

12. **Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry:** Not appropriate

13. **Traffic Safety:** No problem

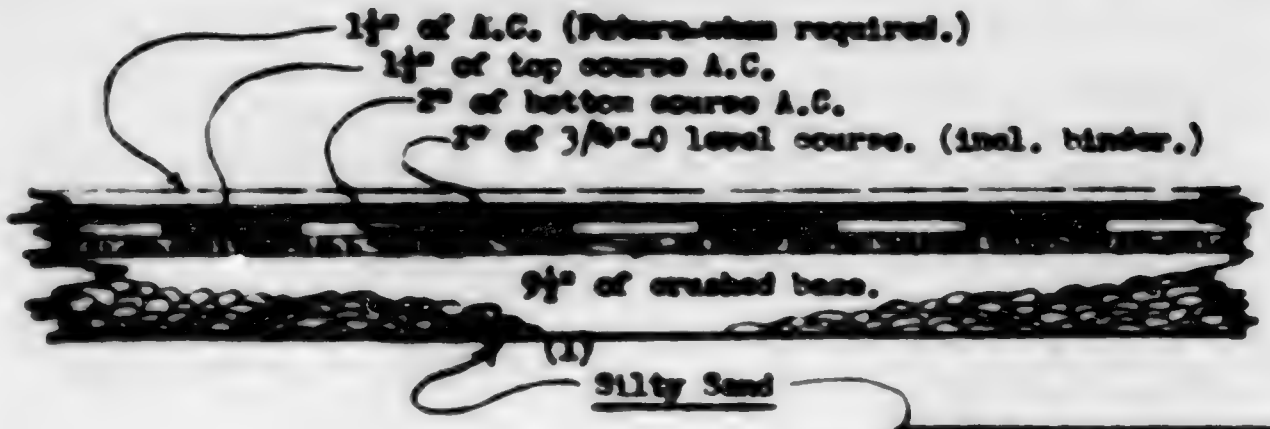
14. **Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes:** No problem

**CONCLUSION AND REMARKS:**
Due to items 4 and 6 an A.C. wearing surface has been selected.

STATE OF OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE REPORT

Section PRINEVILLE CREEK BRIDGE Highway OREGON COAST (PA 2) County CURRY Route 8-1(15)0
Spec. Engr. Approx. Length of Project 1.1 miles BEG. E.P. 258+ to END EP 263+11± Date 3-12-64

TYPICAL SECTION Traffic Classif. - VERY HEAVY (LOCATION AREA)


1½" of A.C. (Pictures when required.)
1½" of top course A.C.
2" of bottom course A.C.
3" of 3/4"-0 level course. (incl. binder.)
9½" of crushed base.
(1)
Silty Sand

(1)
Typical Soil
30 LL
0 PI
84 % P 10
19 % P 200
17 % Gravel
28 % C Sand
36 % F Sand
16 % Silt
3 % Clay
55 "R" Value (Corrected)
AASHO CLASSIF. - A-2-4 (0)

| Other Traffic Classif. | Total Thickness Requirements. |
|---|---|
| Heavy | 14" |
| Medium Heavy | 12½" |
| Medium | 11" |
| Light | 9½" |

| Required Base | Required Surf. | Designed Base | Designed Surf. | |
|---|---|---|---|---|
| | | | 3½ | AC |
| | | | 2 | Level |
| | | | 9½ | Cr Base |
| 15 | | | 15 | PRESENT |
| | | Future | 1½ | AC |
| | | | 16½ | FUTURE |

PROPOSED MATERIAL SOURCES

| Location | Lab. No. | S.G. | Type of Material | Max. Size | % Pass No. 4 Screen | % Pass No. 40 Screen | Abrasion Loss % | Sodium Sulphate Loss % | LL | PI | To be used for. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Suitable material source to be determined by the Engineer. | | | | | | | | | | | |

B.P.R.
cc State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by J. W. Garbrough
Recommended by [illegible]
Recommended by G. N. Kerra
Approved by [illegible]
Asst Construction Engineer
Highway State Highway Engineer

## PAVEMENT TYPE SELECTION

FLORES CREEK SECTION
OREGON COAST HWY (PA 2)
CURRY COUNTY

### Principal Factors Governing Selection

1. **Traffic Classification:** VERY HEAVY Present ADT 2200 1980 ADT 4200 % Heavy Vehicles 15
   (NOTE: Increase classification one step for heavy logging use) (Logging Area)

2. **Soils Characteristics:** See design chart attached

3. **Weather:** Frost Penetration _____ Precipitation Annual [redacted] 63"±

4. **Performance of Similar Pavements in Area:** Good X Fair _____ Poor _____
   Remarks: when constructed to present CSHD surfacing thickness standards

5. **Cost Comparisons:** Not appropriate due to other factors

### Secondary Factors Governing Selection

6. **Adjacent Existing Pavements:** A.C. or Oil

7. **Stage Construction:** No problem

8. **Depressed, Surface, or Elevated Design:** Surface

9. **Conservation of Aggregates:** No problem

10. **Stimulation of Competition:** Not appropriate

11. **Construction Consideration:** No problem

12. **Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry:** Not appropriate

13. **Traffic Safety:** No problem

14. **Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes:** No problem

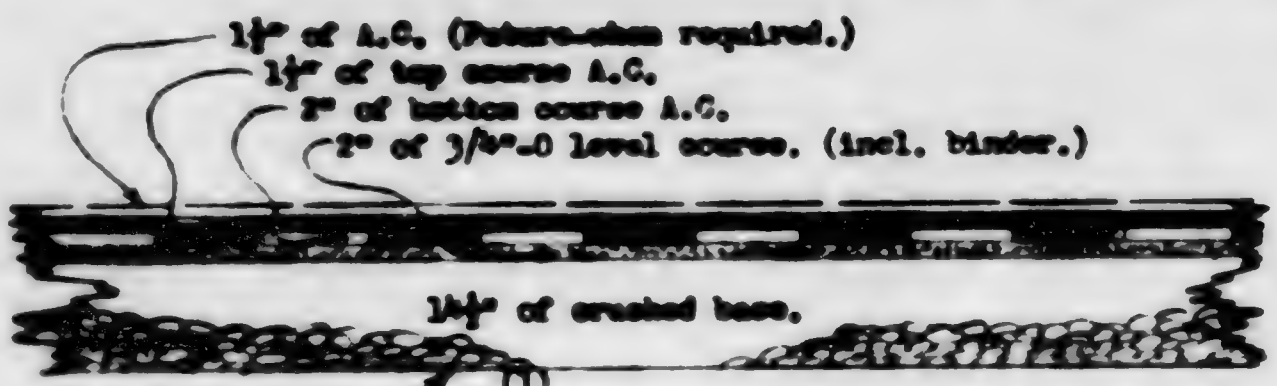
**CONCLUSION AND REMARKS:**

Due to items 4 and 6 an A.C. wearing surface has been selected.

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section LAKE RIVER - CRATER SPRINGS JUNCTION Highway THE DALLES-CALIFORNIA (PA 4) County KLAMATH Proj. No. 18-1501
Approved: Length of Project 5.2 miles Beg. 135± to End. 250± Date 3-6-56
Proj. Engr.

Frost Penetration - 20-24" TYPICAL SECTIONS Traffic Classif. - VERY HEAVY (Loggings Area)


1½" of A.C. (Future-when required.)
1½" of top course A.C.
2" of bottom course A.C.
2" of 3/4"-0 level course. (incl. binder.)
14½" of crushed base.
(1)
Clayey Sand

(1)
Typical Soil

| | |
|---|---|
| 49 | LL |
| 13 | PI |
| 91 | % P10 |
| 58 | % P200 |
| 9 | % Gravel |
| 10 | % C Sand |
| 23 | % F Sand |
| 35 | % Silt |
| 23 | % Clay |
| 26 | "R" Value (Corrected) |

AASHO CLASSIF. - A-7-6 (7)

| Other Traffic Classif. | Total Thickness Requirements. |
|---|---|
| HEAVY | 18" |
| MEDIUM HEAVY | 15" |
| MEDIUM | 12½" |
| LIGHT | 12" or ½ the depth of frost penetration. |

| Required Base & Surf. | | Designed Base & Surf. | | |
|---|---|---|---|---|
| | | | 3½ | AC |
| | | | 2 | Level |
| | | | 14½ | Cr Base |
| 20 | | | 20 | Present AC |
| | | Future | 1½ | |
| | | | 21½ | Future |

PROPOSED MATERIAL SOURCES

| Location | Lab. No. | S.G. | Type of Material | Max. Size | % Pass No. 4 Screen | % Pass No. 40 Screen | Abrasion Loss % | Sodium Sulphate Loss % | LL | PI | To be used for. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Suitable material source to be determined by the Engineer. | | | | | | | | | | | |

D.P.R.
cc State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division
Chief Locating Engineer
Rural Engineer

Submitted by [signature] Recommended by [signature]
Recommended by [signature] Approved by [signature]
Asst. Construction Engineer Deputy State Highway Engineer

## PAVEMENT TYPE SELECTION

LINK RIVER-GREEN SPRINGS JUNCTION
THE DALLES-CALIFORNIA HWY (FA 4)
KLAMATH COUNTY

### Principal Factors Governing Selection

1. Traffic Classification: VERY HEAVY — Present ADT 7300 — 1983 ADT 12,410 — % Heavy Vehicles 10
   (NOTE: Increase classification one step for heavy logging use)(Logging Area)

2. Soils Characteristics: See design chart attached

3. Weather: Frost Penetration 20"-24" — Precipitation Annual [redacted] 13"±

4. Performance of Similar Pavements in Area: Good X Fair _____ Poor _____
   Remarks: when constructed to present OSHD surfacing thickness standards

5. Cost Comparisons: Not appropriate due to other factors

### Secondary Factors Governing Selection

6. Adjacent Existing Pavements: Generally A.C.

7. Stage Construction: No problem

8. Depressed, Surface, or Elevated Design: Surface

9. Conservation of Aggregates: No problem

10. Stimulation of Competition: Not appropriate

11. Construction Consideration: No problem

12. Municipal Preference, Participating Local Government Preference, and Recognition of Local Industry: Not appropriate

13. Traffic Safety: No problem

14. Availability of an Adaptation of Local Materials or of Local Commercially Produced Paving Mixes: No problem

**CONCLUSION AND REMARKS:**

Due to items 4 and 6 an A.C. wearing surface has been selected.

Lh-1-3(4) Middle Fork [illegible] P. 6 1906
retaining wall on the Butte
#6851 Falls-Prospect C... Rd., F... 287

04A 3011

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED W. HILL, MEMBER
HELIX

FLOYD QUERY, SECRETARY
SALEM

FORREST COOPER
STATE HIGHWAY ENGINEER
R. L. PORTER
DEPUTY STATE HWY. ENGR.
G. E. ROHDE
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
March 18, 1968

NOTED
H. S. COX

Jackson County Court
Courthouse
Medford, Oregon 97501
Att. Mr. R. J. Carstensen
County Engineer.

Gentlemen:

Final costs, as shown in the enclosed cost statement, are now available on:

The Middle Fork Rogue River Bridge and the Butte Falls Sections, ER-103(4) on FAS 287.

In accordance with an agreement dated March 11, 1965, the amount of $4,622.35 is due the County. You will receive a refund in this amount.

Very truly yours,

H. S. Cox
County and City Engineer

By

Harold Reynoldson
Harold Reynoldson
Planning Engineer

HR:nr
Encl.

NOTED
RICHARD UNREIN

NOTED
P. B. Arensmeier

NOTED
R. H. PRANGE

NOTED
MAINOR C. HOLMES

NOTED
DON HARWELL

OREGON STATE HIGHWAY DEPARTMENT

FORM A-150 (2-64)

# HIGHWAY DEPARTMENT INVOICE

NO. 94507

| DATE | BILLING REQ. NO. | YOUR ORDER NO. | CREDIT DISTRIBUTION |
|---|---|---|---|
| 3-15-68 | CO 1116 | | 515-1032-797 |

NOTED
H. S. COX

RECEIVED
MAR 15 1968
ENGINEER
COUNTY & CITY DIVISION

- Jackson County
- Courthouse
- Medford, Oregon 97501

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

| DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| Attn: County Court | | | |
| Final Billing: Middle Fork Rogue River Bridge, FAS 987 (ER 103(4). Covered by agreement dated 3-11-65. | | | |
| County advance deposit | | 27,600.00 | |
| Less amount previously transferred | | 17,600.00 | |
| | | | 10,000.00 |
| County's share of construction costs | | 25,055.47 | |
| Less amount previously transferred | | 17,600.00 | |
| | | | 7,455.47 |
| To be refunded | | | 2,544.53 |

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received With Request .....

By .....

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

NOTED
MARION J. HOLMES

NOTED
P. B. Arensmeier

NOTED
HAROLD REYNOLDSON

NOTED
DON HARWELL

FORM E-123X, 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

RECEIVED
AUG 1 1967
FOR FILING

RECEIVED
AUG 3 1 04 PM '67
CLAY MYERS
SECRETARY OF STATE

Claim Filed
No. 4315
Filed as
7/26/67

ER-1(3)(4)

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

August 2, 1967

Riddlesbarger, Pederson,
Brownhill & Young
Attorneys at Law
1170 Pearl Street
Eugene, Oregon 97401

Attention: Mr. Phil Cass, Jr.

Gentlemen:

This is to acknowledge receipt of your letter of July 20 with attached affidavit and proof of claim of your client, Morse Bros., Inc.

The claim states that TAR Company owes Morse Bros., Inc., $14,370 for furnishing of prestressed concrete materials. This appears to be in connection with the TAR Company Contract No. 6851 for construction of the Middle Fork Rogue River Bridge on the Butte Falls-Prospect Road (FAS 287) in Jackson County. The United Pacific Insurance Company through Don Stathos Insuror, Inc., 1005 E. Main, Medford, Oregon, furnished the performance bond on this contract.

The Secretary of State's Office has informed us that this claim was filed in their office on July 26, 1967, and was assigned Claim No. 4315.

As requested in the affidavit, we are attaching a certified copy of the contract and bond covering this project.

NOTED ON CARD
wlw

Very truly yours,

ORIGINAL SIGNED
FLOYD. QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc United Pacific Insurance Company
Don Stathos Insuror Inc.
TAR Company

NOTED
C. W. HEAD

Commissioners
Hon. Clay Myers ✓ Please acknowledge receipt of this claim on the attached copy of this letter.

CLAY MYERS
SECRETARY OF STATE

GEORGE H. BELL
HAROLD F. PHILLIPPE
ASSISTANTS

STATE OF OREGON
**DEPARTMENT OF STATE**

SALEM 97310

July 26, 1967

Mr. Cecil Head
Assistant Secretary
State Highway Commission
Highway Building

Re: Damage Claim No. 4315
Morse Bros., Inc.

Dear Cecil:

We received this morning, by Certified Mail, a Damage Claim, transmitted by Riddlesbarger, Pederson, Brownhill & Young, in behalf of Morse Bros., Inc., in the amount of $14,370.00.

The claim is against T. A. R. Company; contract no. is 6851; and the job is the Middle Fork Rogue River Bridge.

In order to avoid any misunderstanding as to dates, we will file this as of today, July 26, 1967, and assign it Damage Claim No. 4315.

Although the "Proof of Claim" is addressed to the Secretary of State and the Oregon Highway Commission, there is no evidence that you received any of this material, so I am herewith forwarding the entire file we received this morning, to be processed in your office, and when it is returned, we will file it as of today, with the indicated file number.

Sincerely,

(Miss) Inger J. Henrikson
Elections Division
Public Records Section

IJH

NOTED
C. W. HEAD

RECEIVED
JUL 27 1967
OREGON
STATE HIGHWAY COMMISSION

W. P. RIDDLESBARGER
L. D. PEDERSON
THOMAS E. BROWNHILL
LEO F. YOUNG
JOHN W. OSBURN
PHIL CASS, JR.
MALCOLM H. SCOTT
ROBERT D. WOODS
HELEN J. FRYE

RIDDLESBARGER, PEDERSON, BROWNHILL & YOUNG
ATTORNEYS AT LAW
CASCADE BUILDING - 1170 PEARL STREET
EUGENE, OREGON 97401

TELEPHONE 342-3691
AREA CODE 503

July 20, 1967

RECEIVED
JUL 26 9 30 AM '67
CLAY MYERS
SECRETARY OF STATE

FILED
JUL 26 1967
CLAY MYERS
SECRETARY OF STATE

Secretary of State
State of Oregon
Salem, Oregon 97310

Dear Sir:

Enclosed herewith please find notice of claim on behalf of Morse Bros., Inc. in accordance with ORS 279.528 on the Middle Fork Rogue River Bridge designated as State Highway Contract No. 6851 with the Oregon State Highway Commission.

Yours very truly,

Phil Cass, Jr.

PC/ps

Enclosure: Notice of Claim

RECEIVED
JUL 27 1967
OREGON
STATE HIGHWAY COMMISSION

W. P. RIDDLESBARGER
L. D. PEDERSON
THOMAS E. BROWNHILL
LEO F. YOUNG
JOHN W. OSBURN
PHIL CASS, JR.
MALCOLM H. SCOTT
ROBERT D. WOODS
HELEN J. FRYE

RIDDLESBARGER, PEDERSON, BROWNHILL & YOUNG
ATTORNEYS AT LAW
CASCADE BUILDING - 1170 PEARL STREET
EUGENE, OREGON 97401

TELEPHONE 342-3691
AREA CODE 503

July 20, 1967

Oregon State Highway Commission
Salem, Oregon 97310

Gentlemen:

Enclosed herewith please find the affidavit of F. W. Morse in accordance with ORS 279.515. Morse Bros., Inc. hereby applies for a certified copy of the contract and bond between the Oregon State Highway Commission and TAR Company on Oregon State Highway Contract No. 6851.

Also enclosed herewith please find Notice of Claim pursuant to ORS 279.528.

We would appreciate it if the copy of the contract and bond would be returned to this office for our clients.

Yours very truly,

Phil Cass, Jr.

PC/ps

Enclosures: As listed

Wanda getting copy.

NOTED
C. W. HEAD

RECEIVED
JUL 26 1967
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON )
) ss.
County of Linn )

F. W. Morse, being first duly sworn on oath deposes and says that he is the Sec.-Tres. of Morse Bros., Inc., an Oregon corporation, and that Morse Bros., Inc. furnished labor and materials for T. A. R. Company on the construction of the Middle Fork Rogue River bridge, Oregon State Highway Commission, designated as State Highway Contract No. 6851, and that Morse Bros., Inc. has not been paid.

This affidavit is made for the purpose of procuring a certified copy of the contract and bond of the contractor.

F. W. Morse

Subscribed and sworn to before me this 24th day of July, 1967.

Notary Public for Oregon
My Commission Expires: 6/7/71

RECEIVED
JUL 26 1967
OREGON
STATE HIGHWAY COMMISSION

# PROOF OF CLAIM

TO: SECRETARY OF STATE, STATE OF OREGON
and
OREGON STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned, MORSE BROS., INC. has a claim for labor and materials including the furnishing of prestressed concrete products furnished and performed by MORSE BROS., INC. in the sum of Fourteen Thousand Three Hundred Seventy and no/100 Dollars ($14,370.00) against the bond taken from T. A. R. COMPANY as principal and UNITED PACIFIC INSURANCE COMPANY as surety upon the bond for the work on the Middle Fork Rogue River Bridge including furnishing of prestressed concrete materials, all being part of that certain contract between the Oregon State Highway Commission and T. A. R. COMPANY for the Middle Fork Rogue River Bridge, State Highway Contract No. 6851.

MORSE BROS., INC.

By F. H. Morse

RECEIVED
JUL 18 1967
COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

4306
Claim File

FILED

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
JUL 14 1 02 PM '67
CLAY MYERS
SECRETARY OF STATE

July 13, 1967

Soule' Steel Company
P. O. Box 10245
Portland, Oregon 97210

NOTED ON CARD
mh

Gentlemen:

This is to acknowledge receipt of your claim letter of June 29 addressed to the Secretary of State stating that TAR Company owes you $4,415.15 for furnishing and installing reinforcing steel.

The claim states this is in reference to the TAR Company Contract No. 6851 for construction of the Middle Fork Rogue River Bridge on the Butte Falls-Prospect Road (FAS 287) in Jackson County.

The United Pacific Insurance Company through Don Stathos Insuror Inc., 1005 E. Main, Medford, Oregon, furnished the performance bond on this contract. We will advise them of the receipt of your claim letter, and we will also forward it to the Secretary of State for filing.

Please inform this office when your claim has been paid.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JUL 17 1967
OREGON
STATE HIGHWAY COMMISSION

cc United Pacific Insurance Company
Don Stathos Insuror Inc.
TAR Company

Commissioners
Hon. Clay Myers - Please acknowledge receipt of this claim on the enclosed copy of this letter.

NOTED
C. W. HEAD

RECEIVED
JUN 30 8 12 AM '67
CLAY MYERS
SECRETARY OF STATE

# SOULÉ STEEL COMPANY

3003 N.W. 35TH AVENUE • P.O. BOX 10245 • PORTLAND, OREGON 97210
TELEPHONE • 226-6441 • AREA CODE 503

June 29, 1967

Secretary of State
State of Oregon
Salem, Oregon

Subject: Oregon State Highway Department Contract No. 6851

Dear Sir:

Following are notice and affidavit covering claim we are making in connection with reinforcing steel furnished and installed for TAR C... on the Middle Fork Rogue River Bridge near or at Prospect, Oregon, for the Oregon State Highway Commission.

Yours very truly,
SOULE' STEEL COMPANY

By C.R.Reisner
C.R.Reisner, District Credit Manager

N O T I C E
To: Secretary of State, State of Oregon, Salem, Oregon

Notice is hereby given that the undersigned, Soule' Steel Company, has a claim for the furnishing and installing of reinforcing steel at Middle Fork Rogue River Bridge, Prospect, Oregon, in the sum of $4,415.15, against the bond taken from TAR Co., 4100 Crater Lake Highway, Medford, Oregon, and United Pacific Insurance Company, for this project, by the Oregon State Highway Commission.

SOULE' STEEL COMPANY

By D. P. Bowman
D.P.Bowman, Chief Clerk

A F F I D A V I T
State of Oregon )
County of Multnomah) ss

I, D. P. Bowman, Chief Clerk for Soule' Steel Company at Portland, Oregon, do hereby depose and say:

That Soule' Steel Company furnished and installed reinforcing steel for TAR Co., 4100 Crater Lake Highway, Medford, Oregon, on Middle Fork Rogue River Bridge, Prospect, Oregon, for the Oregon State Highway Commission, and that the balance due Soule' Steel Company for same in the sum of $4,415.15 has not been received.

D. P. Bowman
D. P. Bowman

Subscribed and sworn to before me this
29th day of June, 1967

C.R.Reisner
Notary Public for Oregon
My Commission expires Oct.18,1970

RECEIVED
JUL ? 1967
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 15 1967
ENGINEER
COUNTY & CITY DIVISION

Bureau of Public Roads
477 Cottage Street NE.
Salem, Oregon 97301

May 11, 1967

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Original signed by T. Dec
Eng. Coordinator

08-33-EC

A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

Oregon Project ER-103(4)
Butte Falls - Prospect Section, FAS 287
Emergency Repairs

We hereby approve County Force Account procedures as a result of our December 22, 1964 Statewide authorization to proceed with temporary operations and associated restoration work made necessary by flood damage on the subject project. Use of County forces was considered to have been in the public interest in accordance with FPM 21-6.2, to alleviate suffering and hardship by initiating immediate repairs of extensive damage which severely taxed County resources.

In addition, the emergency repair plans and the details of such work included in the agreement estimate submitted with Mr. Young's May 5, 1967 letter are approved. Established County rental rates must be supported by accounting records, or if not available the alternate rates approved by this office on August 19 and September 23, 1965 may be used. A signed copy of the plans and a copy of the project agreement estimate which also covers previously approved permanent work are returned herewith.

The actions covered herein involve temporary repairs on 21.4 (intermittent) miles of roadway and/or bridges at a total estimated County Force Account work amount of $22,695. Estimated emergency fund participation is to be at the regular pro rata share, or $14,411.

A finding regarding nonincidental permanent repairs on the project by County Forces was previously transmitted on July 15, 1965. We concurred in the contract awards for the box culverts and the Rogue River Bridge on June 16, 1965 and May 31, 1966.

I CONCUR: B. M. French, Interim Reg Admin

BY: _____
B. J. McClarty, Reg Constr & Maint Engr

DATE: _____

cc:
Region (2) w/2 cys agreement
estimate & plans
(PR-37 distributed separately)
OSHD (H S Cox)
Lusk

NOTED
DON HARWELL

RECEIVED
MAR 17 1967
FOR FILING

ER-103 (4)

6851

March 16, 1967

United Pacific Insurance Company
Fidelity and Surety Department
P.O. Box 1216
Tacoma, Washington 98401

Gentlemen:

Contract No. 6851 awarded to TAR Company for construction of the Middle Fork Rogue River Bridge on the Butte Falls-Prospect Road (FAS 287) in Jackson County was completed on December 23, 1966, and accepted by the Highway Commission on March 15, 1967.

Final payment in the amount of $3,792.76 will be released to the contractor after March 23, 1967. The total contract amount is $126,425.40 and no work was performed under force account.

No claims for labor or material have been filed with us.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

fkm

cc TAR Company
4100 Crater Lake Highway
Medford, Oregon 97501

L.H. Young
C.H. Maison
Attn: John Herr

RECEIVED
MAR 16 1967
FOR FILING

EN-102(4)

6851

March 15, 1967

Oregon State Highway Commission

Gentlemen:

Work was completed December 23, 1966, on Contract No. 6851. The contract was with Tar Company and was for construction of the Middle Fork Rogue River Bridge of the Butte Falls-Prospect Road in Jackson County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective March 15, 1967, and that you concur in this procedure at the Commission meeting on April 25.

It is assumed that if you have no objections to this action and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc: Floyd Query
R. L. Porter
Tom Edwards
F. B. Klaboe
Victor D. Wolfe
Ivan Merchant
C. H. Maison
L. H. Young
L. R. Chandler

srb; cm

Form CD-121
(11-63)
(Prev. by
A.O. 206-10)

UNITED STATES GOVERNMENT

# Memorandum

ER 103(4)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon
Attention: Mr. I. D. Merchant

DATE: January 5, 1967

In reply refer to: 08-35.6

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: R. H. Tokerud
Division Bridge Engineer

SUBJECT: Preformed Elastomeric Joint Sealer

This memorandum concerns the following projects:

F-330(5), High Banks Rd.-57th St.(Springfield)
SU-508(2), Jenkins Rd.-Beaverton Section
I-405-8(13)302, NW. Johnson-SW. Montgomery St. Sec.
I-5-5(32)293 and SU-466(6), Pacific Hwy. W.-S. Tigard Intchg.
ER-103(4), Middle Fk.-Rogue River Br. Sec.
S-552(1), Bolen Island-Jack Franz Slough Sec.

With reference to Mr. Merchant's letter of January 3, 1967 we approve of the use of your current specification for the compression joint sealer on the six projects listed above.

This is a relatively new material and apparently the specification as originally drafted set forth one requirement that was not practical. Under these circumstances it is logical and satisfactory to revise the original specification to that currently being used.

Copy - Merchant
Klaboe
Young
1-11-67

RECEIVED
JAN 9 1967
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-1 (REV 12-64)

OREGON STATE HIGHWAY DEPARTMENT

# FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE DIVISIONS

| | | |
|---|---|---|
| SECTION: Middle Fork Rogue River Bridge | | WEEK ENDING: Nov. 11, 1966 |
| | | SECTION PREFIX: 515-1032 |
| HIGHWAY: Butte Falls-Prospect Rd. | | COUNTY: Jackson |
| NAME OF JOB: Middle Fork Rogue River Bridge | KIND OF WORK: Bridge Construction | |
| CONTRACTOR: TAR Company | CONTRACT NUMBER: 6851 | FEDERAL AID PROJECT NUMBER: ER-103(4) |
| DATE OF CONTRACT: May 31, 1966 | DATE WORK STARTED: June 22, 1966 | ESTIMATED COMPLETIGN DATE: Dec. 30, 1966 |
| AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 6 SUPERVISION: 1 | SPECIFIED WORK DAYS | WORK DAYS USED |
| | SPECIFIED CALENDAR DAYS: 200 | CALENDAR DAYS USED: 150 |
| PROJECT AUTHORIZATION: $ 138,118.50 | SPECIFIED COMPLETION DATE | PERCENT OF TIME ELAPSED: 75% |
| EXCLUSIVE OF ENGINEERING: $ 128,296.74 | ENGINEERING AUTHORIZATION: $ 9,821.76 | PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 92% |
| ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 128,296.74 | ENGINEERING COST TO DATE: $ 7,661.90 | PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 86% |
| ESTIMATED PERCENT: OVERRUN / UNDERRUN: 4 % | PERCENT OF AUTHORIZATION: 78 % | DATE PROJECT WAS COMPLETED: -- 12-22-66 |

## ESTIMATED PERCENT COMPLETE (ROADWORK)

| CLEARING | DRAINAGE | GRADING | BASE | OIL AND/OR PAVE. | MAT'L. PROD. | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL & BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| MILES IN PROJECT | | | | | |
| MILES PARTIALLY COMPLETED | | | | | |
| MILES COMPLETED | | | | | |
| TOTAL ESTIMATED QUANTITIES (CONTRACT) | | | | | |
| TOTAL QUANTITIES CORRECTED TO DATE | | | | | |
| ESTIMATED QUANTITIES MOVED OR PLACED TO DATE | | | | | |
| AVERAGE DAILY QUANTITIES | | | | | |
| AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME | | | | | |
| NUMBER OF SHIFTS PER DAY | | | | | |
| HOURS PER SHIFT | | | | | |

EQUIPMENT USED DURING THE WEEK:

NOV 15 1966

## ESTIMATED PERCENT COMPLETE (STRUCTURES)

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| BRIDGE NO. | 9543 | | | | | | | |
| PERCENT | 92% | | | | | | | |

| | | WEATHER | WORK DAYS CHARGED | HOURS DELAY | CAUSE OF DELAY |
|---|---|---|---|---|---|
| SUNDAY | 6 | Cloudy & Showers | | | |
| MONDAY | 7 | Cloudy | | | |
| TUESDAY | 8 | Cloudy & Showers | (Legal Holiday) | | |
| WEDNESDAY | 9 | Cloudy & Showers | | | |
| THURSDAY | 10 | Cloudy & Showers | | | |
| FRIDAY | 11 | Cloudy & Showers | (Legal Holiday) | | |
| SATURDAY | 12 | Cloudy & Showers | | | |

Routing: E

Hoyt ✓ R
Decker ✓ B
Lund
Barbee
Walker ✓ W
Glenn
Swan

Murdock
Trout
Scott
Wills
Litchfield
Olson

RECEIVED
NOV 14 1966
CONSTRUCTION
DIVISION

| GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK | |
|---|---|
| SUNDAY 6 | No Activity. |
| MONDAY 7 | Forming left handrail. Stripping bottom of deck forms (span #1). |
| TUESDAY 8 | (Legal Holiday)<br>Forming left handrail. Stripping deck forms (Span #1) |
| WEDNESDAY 9 | Poured left papapet rail. Continued stripping deck forms. |
| THURSDAY 10 | No Activity. |
| FRIDAY 11 | No Activity. (Legal Holiday) |
| SATURDAY 12 | [redacted]<br>No Activity. |

**REMARKS**

Status: Project complete except for finishing concrete surfaces, stripping forms and forming and pouring right handrail.

Next Week: Form and pour right handrail.Continue stripping deck forms

cc: BPR

Arvey D. Nelson

SIGNED by: _____ LOCATION Medford

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES.

RECEIVED
JUN 14 1966
FOR FILING

Form CD-121 (11-63) (Pres. by A.O. 804-10)

UNITED STATES GOVERNMENT

# Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: June 9, 1966

In reply refer to: 08-35.2-EC

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: T. Dec
Engineering Coordinator

SUBJECT: Oregon Project ER-103(4)
Middle Fork - Rogue River Bridge Section
Structure

As requested in Mr. Young's letter of June 2, 1966 advising that all rights of way or rights of entry have been acquired for the above project, we hereby concur as of May 31, 1966 in the award of contract No. 6851 to TAR Company, of Medford, Oregon, low bidder in the amount of $122,772 at the May 19, 1966 bid opening.

REFERRED TO

By Asst. State Hwy. Engr.

6-13-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

OREGON STATE HIGHWAY DEPARTMENT

FORM A-180 (3-64)

# HIGHWAY DEPARTMENT INVOICE NO. 88005

| DATE | BILLING REQ. NO. | YOUR ORDER NO. | CREDIT DISTRIBUTION |
|---|---|---|---|
| 6-2-66 | CC 1021 | | 515-103-297 ER. |

Jackson County
Medford, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

| DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| Advance Deposit | | | 27,600.00 |
| Partial transfer of advance deposit for the Middle Fork Rogue River Bridge, FAS 287 covered by agreement dated March 11, 1965. | | | 17,600.00 |
| To be retained | | | 10,000.00 |

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $ .....

By .....

NOTED
H. S. COX

NOTED
RICHARD UNREIN

RECEIVED
JUN 3 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

RECEIVED
JUN 3 - 1966
FOR FILING

June 2, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

Confirmation of your tentative concurrence as of May 23, 1966 is requested in the award of contract for the Middle Fork-Rogue River Bridge Section, Project No. ER-103(4).

The contractor receiving the award is TAR Company of Medford in the amount of $122,772.00 with the Contract No. 6851 assigned. This bid was received on May 19, 1966 and awarded May 31, 1966.

All rights of way or rights of entry have been acquired.

The low bidder completed the statement in our proposal regarding nondiscrimination in employment as required by Bureau of Public Roads, IM 20-4-64.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR: ls

NOTED
P. B. Ammerman

NOTED
H. S. COX

Salem, Oregon
May 31, 1966

Middle Fork Rogue River Bridge
FAS 287 LR
Jackson County

Mr. L. H. Young

O F F I C E

NOTED
R. H. PRANGE

A check in the amount of $27,600 has been received from Jackson County. This is the correct amount of the advance deposit and the contract is now clear for award.

Verne R. Jones, Planning Engineer
County and City Division

VRJ:nr

Contract # 6855

NOTED
RICHARD UNREIN

NOTED
V. R. JONES

NOTED
HAROLD
REYNOLDSON

NOTED
DON HARWELL

RECEIVED
JUN 27 1966
FOR FILING

ER-103(4)

6151

May 31, 1966

37

T & A Company
4100 Crater Lake Highway
Medford, Oregon 97501

Gentlemen:

The State Highway Commission on May 23, 1966, accepted your proposal for the Middle Fork Rogue River Bridge and retaining wall on the Butte Falls-Prospect County Road, FAS 307 in Jackson County for the sum of $122,772.00 and referred it to the State Highway Engineer with authority to award the contract when certain conditions have been fulfilled.

Those conditions have been satisfied and the State Highway Engineer today awarded you the project, which had been assigned Contract No. 6151.

Contract forms are being prepared and will be mailed to you for execution.

Very truly yours,

Floyd Young, Secretary
OREGON STATE HIGHWAY COMMISSION

gs

cc: Pacific Builder and Engineer, Inc., Seattle, Wash.
Daily Journal of Commerce, Seattle, Wash.
Daily Journal of Commerce, Portland, Oregon

Frank Morgan
L. H. Young
C. D. Matthis (SIAC)
I. D. Merchant

RECEIVED
MAY 23 1966
FOR FILING
EH-103(4)
C951

May 18, 1966

MISC. CONTRACTS and
AGREEMENTS No. 3071

Jackson County Court
Courthouse
Medford, Oregon

Gentlemen:

We are enclosing for your records a fully executed copy of a Construction-Finance Agreement covering Middle Fork Rogue River Bridge Section of FAS 287 in Jackson County.

A fully executed copy of the agreement has been retained for the Commission's files.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

bb
Enclosure

cc: H. S. Cox
Attn: Don Harwell
(Conformed Copy)

Form CD-121 (11-63) (Prec. by A.O. 20E-10)

UNITED STATES GOVERNMENT

# *Memorandum*

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, NE
Salem, Oregon 97301

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 27, 1966

In reply refer to: 08-35.2-DB

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

By: M. E. Martin
District Engineer

RECEIVED
MAY 10 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
R. H. PRANGE

SUBJECT: Oregon Project ER-103(4)
Butte Falls Section FAS 287
Rogue River Bridge

P. S. & E. documents for a portion of the subject project have been reviewed and are hereby approved. You are authorized to advertise the project for bids. A signed copy of the title sheet is returned herewith.

Our authorization is with the understanding that all necessary right of way is available for the project with no utility adjustments involved, as indicated in Mr. Oakes' and Mr. Litchfield's April 15 and April 21, 1966 reports.

NOTED
HAROLD REYNOLDSON

The following Supplemental Standard Specifications are conditionally approved for use on this project:

| | |
|---|---|
| Contract Time and Liquidated Damages | January 1966 |
| Division I - General Requirements | April 1966 |
| Division II - Part 4 - Structures | April 1966 |

Inasmuch as our Washington office's review is not complete these specifications are hereby conditionally approved with the understanding that you will make any corrections found necessary following completion of the review.

Mr. Young's April 21, 1966 letter indicates that State conservation agencies agree that no special measures are necessary to accommodate fish and wildlife, and that specifying one material or product is limited to those items accepted by our March 9, 1964 memorandum and supplements thereto as being in the public interest. Nonconcurrence by other appropriate public recreational or historical resources authorities has not been received. Prior to bid opening date you should advise this office of any clearance received or withdraw the project from the letting.

Attachment

orig to Young w/encl. 5-9-66

RECEIVED
MAY 10 1966
OFFICE ENGINEERING
DIVISION

RECEIVED
MAY 5 1966
OFFICE OF
STATE HIGHWAY ENGINEER

Chron w/pl.

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

April 22, 1966
(date)

NOTED
H. S. COX

Mr. Robert J. Carstensen
Jackson County Engineer
Courthouse
Medford, Oregon

NOTED
R. H. PRANGE

NOTED
RICHARD UNREIN

In order to comply with requirements of the Bureau of Public Roads covering protection of public resources such as recreational areas, historical sites, wild life refuges, or any other facility in which the public has a specific interest, it is required that local public authorities should be consulted regarding the impact on these resources of a planned highway improvement.

Would you please fill out the form below regarding these resources and return it to the Oregon State Highway Department, County and City Division, State Highway Building, Salem, Oregon (97310). Retain the second copy for your records.

NOTED
DON HARWELL

Highway FAS 287

Section Middle Fork Rogue River Section: Structure, ER-103(4)

Do you know of any public organization or quasi-official organizations that might be opposed to this project on the grounds of interference with recreational, historical, or public resources? Yes [ ] No [✓]

If answer is yes, please list organizations:

RECEIVED
MAY 2 1966
ENGINEER
COUNTY & CITY DIVISION

April 27, 1966.
(date)

NOTED
HAROLD
REYNOLDSON

By Earl M. Miller
County Judge

By Clarence E. Foster
Commissioner

By _____
Commissioner

Copy to F H Young
attention D Ridings

685

4-1-66

NOTED
H. S. COX

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County and City Relations Division

Subject: Federal Aid Project No. ER-103(4)

Highway No. FAS 287

Project Name Middle Fork Rogue River Bridge Section

Gentlemen:

1. We hereby certify that, to the best of our knowledge and belief, all rights-of-way or rights-of-entry for the above referred to Federal-aid project have been secured.

*2. We hereby certify that there has been no displacement of persons from residences, farms, or businesses.

*3. We hereby certify that all displaced persons have been tendered all assistance possible and given all available information to assist in re-establishment in residence, farm, or business.

Dated at Medford, Oregon, this 1 day of April, 1966.

Jackson County Court

Carl M. Mally
Judge

Harold E. Tobin
Commissioner

Harry Kerr
Commissioner

RECEIVED
APR 4 1966
ENGINEER
COUNTY & CITY DIVISION

*NOTE: Certify either paragraph 2 or 3.

FORM E-30 50M 10-65 SP*23401-734

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1966

To: Mr. H. S. Cox
County-City Relations Engr.
B U I L D I N G

SUBJECT: File No. 39119-Option
Middle Fork-Rogue River Section
Butte Falls-Prospect County Rd.
Jackson County

Attached you will find one original option form in quadruplet covering right of way to be acquired in connection with Middle Fork-Rogue River Section of Butte Falls-Prospect County Road in Jackson County.

Enclosed for your information are acopies of the Authorization list and Mr. Barbee's letter of January 11, 1966.

Please return a signed or conformed copy of this option to this office so that we may inform the Engineer's of the conditions, if any, of this transaction.

We are forwarding under separate cover three prints of map No. 8B-34-23 covering this area and bearing our date of January 12, 1966.

| File No. | Name | Area |
|---|---|---|
| 39119 | Elk Lumber Company | 29.6 Acres |

Earl F. Saling

EARL F. SALING
Right of Way Office Manager

MC:jm
encs. 1 Option-Auth. list
Copy letter

cc: L. R. Chandler
L. W. Riley

RECEIVED
JAN 20 1966
ENGINEER
COUNTY & CITY DIVISION

TO County 1-21-66

Form R-300—1M—8-64

File No. 19119

# REAL ESTATE OPTION

Grantor Elk Lumber Company Mail Address .....

..... Agent .....

Section Middle Fork-Rogue River County Road Butte Falls-Prospect County Road

Purpose Right of Way Desc. Checked by [illegible] 1-11-66 [illegible]

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of Jackson County, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in Sections 2 and 3, Township 33 South, Range 3 East, W. M., Jackson County, Oregon; the said parcel being described as follows:

Beginning at Engineer's center line Station 497+00, on the center line of the relocated Butte Falls-Prospect County Road; thence South 89° 15' 30" West, 30 feet; thence Northwesterly in a straight line to a point opposite and 40 feet Westerly of Engineer's Station 500+11.81 on said center line; thence Northwesterly in a straight line to a point opposite and 160 feet Westerly of Engineer's Station 501+00 on said center line; thence Northeasterly parallel to said center line to a point opposite Engineer's Station 503+00 on said center line; thence Easterly in a straight line to a point opposite and 100 feet Northerly of Engineer's Station 506+00 on said center line; thence Northeasterly in a straight line to a point opposite and 150 feet Northerly of Engineer's Station 507+00 on said center line; thence Southeasterly in a straight line to a point opposite and 100 feet Northerly of Engineer's Station 508+00 on said center line; thence Easterly parallel to said center line to a point opposite Engineer's Station 521+00 on said center line; thence Northeasterly in a straight line to a point opposite and 250 feet Northwesterly of Engineer's Station 524+00 on said center line; thence Easterly in a straight line to a point opposite and 150 feet Northwesterly of Engineer's Station 526+00 on said center line; thence Northeasterly in a straight line to a point opposite and 75 feet Northwesterly of Engineer's Station 527+49.18 on said center line; thence Northerly parallel to said center line to a point opposite Engineer's Station 544+00 on said center line; thence Westerly in a straight line to a point opposite and 75 feet Southerly of Engineer's Station 548+00 on said center line; thence Westerly parallel to said center line to a point opposite Engineer's Station 550+00 on said center line; thence Southwesterly in a straight line to a point opposite and 125 feet Southerly of Engineer's Station 550+50 on said center line; thence Northwesterly in a straight line to a point opposite and 75 feet Southerly of Engineer's Station 551+00 on said center line; thence Westerly parallel to said center line to a point opposite Engineer's Station 555+55.38 on said center line; thence Southwesterly in a straight line to a point opposite and 100 feet Southerly of Engineer's Station 556+50 on said center line; thence Westerly parallel to said center line to a point opposite Engineer's Station 562+00 on said center line; thence Northwesterly in a straight line to a point opposite and 75 feet Southwesterly of Engineer's Station 565+00 on said center line; thence Northwesterly parallel to said center line to a point opposite Engineer's Station 570+86.59 Back equals 570+97.81 Ahead on said center line; thence Westerly in a straight line to a point opposite and 30 feet Southerly of Engineer's Station 574+00 on said center line; thence North 5° 57' West, to a point opposite and 30 feet Northerly of Engineer's Station 574+00 on said center line; thence Northeasterly in a straight line to a point opposite and 75 feet Northerly of Engineer's Station 570+97.81 Ahead equals 570+86.59 Back on said center line; thence Easterly parallel to said center line to a point opposite Engineer's Station 542+00 on said center line; thence Southeasterly in a straight line to a point opposite and 100 feet Easterly of Engineer's Station 541+00 on said center line; thence Southerly parallel to said center line to a point opposite Engineer's Station 540+00 on said center line; thence Southwesterly in a straight line to a point opposite and 75 feet Southeasterly of Engineer's Station 539+00 on said center line; thence Southwesterly parallel to said center line to a point opposite Engineer's Station 535+00 on said center line; thence Southwesterly in a straight line to a point opposite and 100 feet Southeasterly of Engineer's Station 533+42.56 on

Section Middle Fork-Rogue River County Road Butte Falls-Prospect County Road

Purpose Right of Way Desc. Checked by WCS 1-11-66 GD-31-23

IN CONSIDERATION OF the surveys and plans that have been and will be made and the purpose of Jackson County, a political subdivision of the State of Oregon, to construct, reconstruct, improve, maintain, supervise, and/or repair the portion or portions, of the highways of the County for which the real property hereinafter described is or may be necessary or desirable, and in consideration of benefits that will enure thereby to other real property owned by us, we, the undersigned, hereby give and grant to said County, upon the terms and conditions hereinafter stated, the option to buy the following described real estate, to-wit:

A parcel of land lying in Sections 2 and 3, Township 33 South, Range 3 East, W. M., Jackson County, Oregon; the said parcel being described as follows:

Beginning at Engineer's center line Station 497+00, on the center line of the relocated Butte Falls-Prospect County Road; thence South 89° 15' 30" West, 30 feet; thence Northwesterly in a straight line to a point opposite and 40 feet Westerly of Engineer's Station 500+11.81 on said center line; thence Northwesterly in a straight line to a point opposite and 160 feet Westerly of Engineer's Station 501+00 on said center line; thence Northeasterly parallel to said center line to a point opposite Engineer's Station 503+00 on said center line; thence Easterly in a straight line to a point opposite and 100 feet Northerly of Engineer's Station 506+00 on said center line; thence Northeasterly in a straight line to a point opposite and 150 feet Northerly of Engineer's Station 507+00 on said center line; thence Southeasterly in a straight line to a point opposite and 100 feet Northerly of Engineer's Station 508+00 on said center line; thence Easterly parallel to said center line to a point opposite Engineer's Station 521+00 on said center line; thence Northeasterly in a straight line to a point opposite and 250 feet Northwesterly of Engineer's Station 524+00 on said center line; thence Easterly in a straight line to a point opposite and 150 feet Northwesterly of Engineer's Station 526+00 on said center line; thence Northeasterly in a straight line to a point opposite and 75 feet Northwesterly of Engineer's Station 527+49.18 on said center line; thence Northerly parallel to said center line to a point opposite Engineer's Station 544+00 on said center line; thence Westerly in a straight line to a point opposite and 75 feet Southerly of Engineer's Station 548+00 on said center line; thence Westerly parallel to said center line to a point opposite Engineer's Station 550+00 on said center line; thence Southwesterly in a straight line to a point opposite and 125 feet Southerly of Engineer's Station 550+50 on said center line; thence Northwesterly in a straight line to a point opposite and 75 feet Southerly of Engineer's Station 551+00 on said center line; thence Westerly parallel to said center line to a point opposite Engineer's Station 555+55.38 on said center line; thence Southwesterly in a straight line to a point opposite and 100 feet Southerly of Engineer's Station 556+50 on said center line; thence Westerly parallel to said center line to a point opposite Engineer's Station 562+00 on said center line; thence Northwesterly in a straight line to a point opposite and 75 feet Southwesterly of Engineer's Station 565+00 on said center line; thence Northwesterly parallel to said center line to a point opposite Engineer's Station 570+86.59 Back equals 570+97.81 Ahead on said center line; thence Westerly in a straight line to a point opposite and 30 feet Southerly of Engineer's Station 574+00 on said center line; thence North 5° 57' West, to a point opposite and 30 feet Northerly of Engineer's Station 574+00 on said center line; thence Northeasterly in a straight line to a point opposite and 75 feet Northerly of Engineer's Station 570+97.81 Ahead equals 570+86.59 Back on said center line; thence Easterly parallel to said center line to a point opposite Engineer's Station 542+00 on said center line; thence Southeasterly in a straight line to a point opposite and 100 feet Easterly of Engineer's Station 541+00 on said center line; thence Southerly parallel to said center line to a point opposite Engineer's Station 540+00 on said center line; thence Southwesterly in a straight line to a point opposite and 75 feet Southeasterly of Engineer's Station 539+00 on said center line; thence Southwesterly parallel to said center line to a point opposite Engineer's Station 535+00 on said center line; thence Southwesterly in a straight line to a point opposite and 100 feet Southeasterly of Engineer's Station 533+92.96 on said center line; thence Southwesterly parallel to said center line to a point

State Printing 75000

opposite Engineer's Station 527+49.18 on said center line; thence Southerly in a straight line to a point opposite and 250 feet Southeasterly of Engineer's Station 526+00 on said center line; thence Westerly in a straight line to a point opposite and 125 feet Southeasterly of Engineer's Station 524+00 on said center line; thence Westerly in a straight line to a point opposite and 100 feet Southerly of Engineer's Station 521+00 on said center line; thence Westerly parallel to said center line to a point opposite Engineer's Station 500+11.81 on said center line; thence Southwesterly in a straight line to a point opposite and 40 feet Easterly of Engineer's Station 497+00 on said center line; thence South 89° 15' 30" West, 40 feet to the place of beginning.

The center line herein referred to is described as follows:

Beginning at Engineer's center line Station 497+00, on the center line of the relocated Butte Falls-Prospect County Road, said Station being 378.19 feet South and 557.91 feet West of the East quarter corner of said Section 3; thence North 0° 44' 30" West, 311.81 feet; thence on a 318.31 foot radius curve right (the long chord of which bears North 40° 08' 15" East) 454.21 feet; thence North 81° 01' East, 594.22 feet; thence on a 477.46 foot radius curve right (the long chord of which bears South 78° 54' East) 334.72 feet; thence South 58° 49' East, 158.95 feet; thence on a 477.46 foot radius curve left (the long chord of which bears South 79° 18' 30" East) 341.53 feet; thence North 80° 12' East, 327.28 feet; thence on a 716.20 foot radius curve left (the long chord of which bears North 59° 08' 30" East) 526.46 feet; thence North 38° 05' East, 231.28 feet; thence on a 954.93 foot radius curve right (the long chord of which bears North 50° 27' 30" East) 412.50 feet; thence North 62° 50' East, 247.51 feet; thence on a 372.05 foot radius curve left (the long chord of which bears North 17° 15' West) 1040.04 feet; thence South 82° 40' West, 874.87 feet; thence on a 2,083.48 foot radius curve right (the long chord of which bears North 81° 55' 30" West) 1120.60 feet; thence North 66° 31' West, 116.28 feet; thence on a 572.96 foot radius curve left (the long chord of which bears South 81° 14' West) 294.33 feet to Engineer's center line Station 570+86.59 Back equals 570+97.81 Ahead; thence South 84° 03' West, 302.19 feet to Engineer's center line Station 574+00, said Station being 1816.02 feet North and 353.49 feet West of the East quarter corner of said Section 3.

The parcel of land to which this description applies contains 32.6 acres, of which 3.0 acres lie within the existing right of way, title to which hereby is acknowledged to be in the public, and 29.6 acres lie out side of the existing right of way.

in/jg

Form E-300—1000—6-54

Said County shall have the irrevocable right to elect to purchase under this option at any time within ..... months from date hereof, and we agree to execute to said County, thereupon, a good warranty deed to said real estate, and to convey the same free from all outstanding liens or encumbrances, *including taxes due and payable during the fiscal tax year in which the deed for the said real estate is made, executed, and delivered, or, if possession is taken prior thereto, then during the fiscal tax year in which possession is taken*, and also free from all rights of lessees, tenants, or other persons claiming rights of possession or occupancy of the premises, or usufruct therefrom. Upon notice of the acceptance of this option we agree to give immediate notice to vacate to all persons in possession or otherwise, occupying the premises. It is specially understood and agreed that the property herein agreed to be conveyed shall, unless stated to the contrary herein, include all buildings, fixtures, emblements and appurtenances to the land. It is further understood and agreed that we will furnish, without cost to the County, good and merchantable title, in a form satisfactory to the County, as a condition precedent to the making of compensation. Upon the execution and delivery of said deed, and the clearing of title satisfactory to the County, the undersigned, in the usual course and through the usual channels of auditing

claims against the County, shall be paid the sum of ..... DOLLARS

($.....) (of which $..... is fencing allowance) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof, except that in addition to said purchase price the County shall do the following things, or allow compensation for the doing thereof, as the case may be, and it is expressly understood that the County shall not be obligated further than in this option expressly stated:

In the event that buildings, or other things, are to be moved and the County should call for price quotations for said work, we agree to accept the amount of the lowest price quotation acceptable to the County for such work, to enter into a contract with the maker of the said lowest price quotation covering said work, and to supervise the carrying on thereof. If, in lieu thereof, we should elect to destroy or otherwise dispose of the said structures, or other things, or should we elect to allow the structures, or other things, outside of the limits of the lands to be conveyed and for which an allowance for moving has been made, to remain in their existing locations, or should we elect to give the work to someone other than the one submitting the lowest price quotation, then we agree that a deduction shall be made, and retained by County, from the amount to be allowed by County for said work in accordance with the following schedule: $1.00 to $1,000.00, a deduction of $25.00; over $1,000.00 to $2,000.00, a deduction of $30.00; over $2,000.00 to $3,000.00, a deduction of $35.00; over $3,000.00 to $4,000.00, a deduction of $40.00; over $4,000.00 to $5,000.00, a deduction of $45.00; and over $5,000.00 a lump sum deduction of $50.00. In the event that any building, buildings or other item or items proposed to be moved should be destroyed or damaged, through no fault of the County, before moving, to an extent sufficient to render the same unusable, the County shall not be obligated to make payment for the cost of moving or reestablishing the same.

All fencing constructed or moved or caused to be constructed or moved by the County shall thereupon remain or become our property and thereafter shall be maintained, repaired, and reconstructed by us or our successors in interest. In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then we agree to construct promptly or move fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by us or our successors in interest. County may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved.

In the event that this option is closed, we, the undersigned, agree to remove promptly from within the limits of the real property herein covered the following items and/or to do the following things, at our own cost and expense and as part of the purchase price hereinabove stated:

We further agree neither to sell nor encumber the said real estate during the term of this option. In the event that any buildings, fixtures, appurtenances, or other things are to pass to and become the property of the County in connection with the real property, herein covered, we agree to keep the same in good condition without waste, damage or destruction.

The County shall have the right to enter upon and take possession of the said property upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived. It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of said County shall be binding on, or of any effect against, the County.

**The undersigned owner expressly acknowledges that all items of damages, all sums of money to be paid, and all things to be done by the County in the event this offer is accepted and the option exercised by the County are included in this option.**

Dated this ..... day of ....., 19.....

Witnesses: ..... (SEAL)

..... ..... (SEAL)

..... ..... (SEAL)

..... (SEAL)

SCHEDULE OF MOVING WORK

MEMO TO FILES, November 24, 1965
Middle Fork, Rogue River Section
Butte Falls-Prospect Road
FAS 287 (ER & FAS-C)
Jackson County

I met with Bob Carstensen, Jackson County Engineer, on the afternoon of November 9, 1965, concerning the above subject. The following points were discussed and are offered as suggested changes in the design in order to reduce excavation quantities and provide a more economical project for the county.

(1) Eliminate the 8-foot fall-out area, thus reducing the depth of cuts and a considerable amount of excavation. Mr. Carstensen feels, with his experience of constructing and maintaining roads in this area, that the type of material in the cut slopes will not slough off enough to justify the additional 8-foot width for the fall-out section.

(2) Raise the proposed bridge over the Middle Fork approximately 15 feet. This will reduce the 8% grade and eliminate a large amount of excess material between stations 526+50 and 548+50. The savings in excavation will more than offset the cost of a longer structure.

(3) Shift the alignment between stations 547 and 573 southerly and away from the river. This move, together with the change in grade resulting from a higher bridge, will eliminate the need for the channel change and expensive riprap.

(4) Jackson County, during the past years, has programmed its FAS funds for either paving or structures and, in keeping with this policy, Mr. Carstensen has suggested that the county construct the grading and base surfacing and the State let an FAS-C paving contract and an ER bridge contract. He also asserted that if right-of-way options could be furnished by January 1, the County would be able to secure the right-of-way from Elk Lumber Company, perform the clearing work, and accomplish the grading by approximately June 1, 1966.

(5) The Elk Lumber Company has agreed to provide the necessary right-of-way (within reason) to the County for the project. Mr. Carstensen feels that the above changes will reduce right-of-way widths considerably and therefore make negotiations with Elk Lumber Company much easier.

The County feels that the suggested changes will provide a project that is economical both as to construction and right-of-way and is still within acceptable standards.

Mr. Carstensen has also requested that the Highway Department furnish him an adequate amount of survey data from which he can perform the grading and base surfacing.

Robert H. Prange
Field Engineer
County and City Division

RHP:mm

Form B-6-[illegible]-1-66

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

NOTED
R. H. PRANGE

NOTED
DON HARWELL

# Laboratory Report

Project: Middle Fork of the Rogue River Section
Highway: FAS 287 Butte Falls - Prospect
Contractor
Submitted by: R. J. Van Cleave

Contract No.

Prefix No.: 515-1459-910
County: Jackson
F. A. Project No.
Date Reported: Oct. 8, 1965

## REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material: Middle Fork Rogue River, New Bridge & Old Bridge
Sampled at: West ends
To be used: A/C & Base
Sampled by: R. D. Halter
Date Sampled
Date received: Sept. 27, 1965
Quantity represented

## TEST RESULTS

Laboratory No. 747729
Data Sheet No. A82380-A

Type of material: Gravel
Screen opening Square

### GRANULOMETRIC ANALYSIS

| Retained on Sieve | Per cent Single Sieve | Per cent Accumulative | Per cent Coarse Aggregate |
|---|---|---|---|
| 5 | 0 | 0 | |
| 4 | 6.3 | 6.3 | |
| 3 | 10.6 | 16.9 | |
| 2 | 21.1 | 38.0 | |
| 1½ | 10.8 | 48.8 | |
| 1 | 16.5 | 65.3 | |
| ¾ | 5.9 | 71.2 | |
| ½ | 4.8 | 76.0 | |
| ⅜ | 5.7 | 81.7 | |
| 4 | 1.8 | 83.5 | |
| 10 | 3.2 | 86.7 | |
| 40 | 7.3 | 94.0 | |
| 80 | 3.6 | 97.6 | |
| 200 | 1.5 | 99.1 | |
| Pass | 0.9 | 0.9 | |
| Total | 100.0 | | |

| | | | |
|---|---|---|---|
| Abrasion, per cent wear, Los Angeles Rattler | | 21.8 | |
| Specific gravity (Le Chatelier) | | 2.88 | |
| Unit weight, dry rodded, lbs. per cubic foot | | | |
| Unit weight, loose, lbs. per cubic foot | | | |
| Fineness factor | | | |
| Sodium sulfate test, per cent loss | | 0.4 | |
| Asphalt stripping: Natural fines | | 95+ | |
| Manufactured fines | | | |
| Plasticity index: Natural fines | | 0 | % |
| Manufactured fines | | | % |
| Liquid limit: Natural fines | | 23 | % |
| Manufactured fines | | | % |
| Fracture | | | % |
| Sand equivalent | | 78.4 | |
| Oregon air degradation | Pass No. 20 | 22.57 | % |
| | Height | 0.6 | in. |

Material as represented by this sample (does) (~~does not~~) comply with specifications

TEST REPORT DISTRIBUTION
Bureau of Public Roads
X Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
X Division Engineer Chandler
Resident Engineer
Dist. Maint. Supt.
Foreman
X Geology and Soils
X Files
X Van Cleave

State Printing [illegible]

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OCT 15 [illegible]
ENGINEER
COUNTY & CITY DIVISION

O. R. Ritchie

Form 8-61-650-1-64

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

# Laboratory Report

Project: Middle Fork of the Rogue River Section
Highway: FAS 287 Butte Falls - Prospect
Contractor:
Submitted by: R. J. Van Cleave
Contract No.:
Prefix No.: 515-1452-910
County: Jackson
F. A. Project No.:
Date Reported: Oct. 8, 1965

## REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material: Middle Fork Rogue River, New Bridge & Old Bridge
Sampled at: Middle
To be used: A/C & base
Sampled by: R. D. Halter
Date Sampled:
Date received: Sept. 27, 1965
Quantity represented:

## TEST RESULTS

Laboratory No.: 747730
Data Sheet No.: A82380-B
Type of material: Gravel
Screen opening Square

### GRANULOMETRIC ANALYSIS

| Retained on Sieve | Per cent Single Sieve | Per cent Accumulative | Per cent Coarse Aggregate |
|---|---|---|---|
| 6 | 0 | 0 | |
| 5 | 8.7 | 8.7 | |
| 4 | 7.9 | 16.6 | |
| 3 | 17.7 | 34.3 | |
| 2½ | 4.7 | 39.0 | |
| 2 | 10.6 | 49.6 | |
| 1½ | 10.7 | 60.3 | |
| 1 | 8.8 | 69.1 | |
| ¾ | 4.9 | 74.0 | |
| ½ | 5.6 | 79.6 | |
| ⅜ | 4.9 | 84.5 | |
| 4 | 1.6 | 86.1 | |
| 10 | 3.3 | 89.4 | |
| 40 | 8.0 | 97.4 | |
| 80 | 1.9 | 99.3 | |
| 200 | 0.4 | 99.7 | |
| Pan | 0.3 | 0.3 | |

| | | | |
|---|---|---|---|
| Abrasion, per cent wear, Los Angeles Rattler | | 20.0 | |
| Specific gravity (Le Chatelier) | | 2.86 | |
| Unit weight, dry rodded, lbs. per cubic foot | | | |
| Unit weight, loose, lbs. per cubic foot | | | |
| Fineness factor | | | |
| Sodium sulfate test, per cent loss | | 1.5 | |
| Asphalt stripping: Natural fines | | | |
| Manufactured fines | | 95+ | |
| Plasticity index: Natural fines | | 0 | % |
| Manufactured fines | | | % |
| Liquid limit: Natural fines | | 21 | % |
| Manufactured fines | | | % |
| Fracture | | | % |
| Sand equivalent | | 87.9 | |
| Oregon air degradation | Pass No. 20 | 25.53 | % |
| | Weight | 0.9 | gm. |

Material as represented by this sample (does) ~~(does not)~~ comply with specifications.

TEST REPORT DISTRIBUTION:

- Bureau of Public Roads
- X Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- X Division Engineer Chandler
- Resident Engineer
- Dist. Maint. Supt.
- Foreman
- X Geology and Soils
- X Files
- X Van Cleave

State Printing 8B17

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COUNTY & CITY DIVISION

O. A. White
Engineer of Materials

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

# Laboratory Report

Project: Middle Fork of the Rogue River Section
Highway: FAS 287 Butte Falls - Prospect
Contractor: Contract No.
Submitted by: R. J. Van Cleave

Prefix No.: 515-1459-910
County: Jackson
F. A. Project No.:
Date Reported: Oct. 8, 1965

## REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material: Middle Fork Rogue River New Bridge & Old Bridge
Sampled at: East end
To be used: A/C & Base
Sampled by: R. D. Halter
Date Sampled:
Date received: Sept. 27, 1965
Quantity represented:

## TEST RESULTS

Laboratory No.: 747731
Data Sheet No.: AB2380-C
Type of material: Gravel
Screen opening Square:

GRANULOMETRIC ANALYSIS

| Retained on Sieve | Per cent Single Sieve | Per cent Accumulative | Per cent Coarse Aggregate |
|---|---|---|---|
| 5 | 0 | 0 | |
| 4 | 8.7 | 8.7 | |
| 3 | 18.2 | 26.9 | |
| 2 | 33.2 | 60.1 | |
| 1½ | 7.2 | 67.3 | |
| 1 | 6.3 | 73.6 | |
| ¾ | 3.7 | 77.3 | |
| ½ | 3.4 | 80.7 | |
| ⅜ | 5.1 | 85.8 | |
| 4 | 1.8 | 87.6 | |
| 10 | 3.6 | 91.2 | |
| 40 | 5.9 | 97.1 | |
| 80 | 1.8 | 98.9 | |
| 200 | 0.6 | 99.5 | |
| Pass | 0.5 | 0.5 | |
| Total | 100.0 | | |

| | | | |
|---|---|---|---|
| Abrasion, per cent wear, Los Angeles Rattler | | 21.8 | |
| Specific gravity (Le Chatelier) | | 2.82 | |
| Unit weight, dry rodded, lbs. per cubic foot | | | |
| Unit weight, loose, lbs. per cubic foot | | | |
| Fineness factor | | | |
| Sodium sulfate test, per cent loss | | 0.5 | |
| Asphalt stripping. Natural fines | | | |
| Manufactured fines | | 95+ | |
| Plasticity index. Natural fines | | 0 | % |
| Manufactured fines | | | % |
| Liquid limit. Natural fines | | 22 | % |
| Manufactured fines | | | % |
| Fracture | | | % |
| Sand equivalent | | 84.4 | |
| Oregon air degradation | Pass No. 20 | 25.30 | % |
| | Height | 1.0 | in. |

Material as represented by this sample (does) [redacted] comply with specifications

TEST REPORT DISTRIBUTION:

- Bureau of Public Roads
- X Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- X Division Engineer Chandler
- Resident Engineer
- Dist. Maint. Supt.
- Foreman
- X Geology and Soils
- X Files
- X Van Cleave

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ENGINEER
[illegible]RITY & CITY DIVISION

State Printing 6817

FAS-C

MEMO
August 4, 1965

NOTED
H. S. COX

NOTED
P. B. Arensmeier

NOTED
DON HARWELL

MIDDLE FORK ROGUE RIVER SECTION
FAS 287, JACKSON COUNTY

On this date I discussed the project with R. J. Carstensen, Jackson County Engineer, and it was decided that the asphaltic concrete pavement items would be eliminated from this contract. The County will place a binder course with their own forces to preserve the base surfacing and the paving will be included with an FAS paving project previously approved for the section from Medco Pond to Camp 4 on this route.

V. R. Jones

V. R. Jones, Planning Engineer
County and City Division

NOTED
R. H. PRANGE

VRJ:mm

cc: R. J. Carstensen
F. D. Morgan
L. R. Chandler
J. E. Morelock
Frank Hall
Virgil O'Neil

NOTED
RICHARD UNREIN

NOTED
V. R. JONES

ER/FAS-C

NOTED
DON HARWELL

NOTED
P. B. Arensmeier

NOTED
H. S. COX

Prefix No. 515-1459

RECEIVED
JUN 9 - 1965
ENGINEER
COUNTY & CITY DIVISION

6-8-65

# LOCATION PROSPECTUS
## MIDDLE FORK OF THE ROGUE RIVER SECTION
## FAS 287, BUTTE FALLS-PROSPECT
## JACKSON COUNTY

**HIGHWAY:** County road, Butte Falls-Prospect, Federal-aid Secondary No. 287.

**TERMINI:** The southerly terminus is at Station 480+00 which station is approximately 800 feet northerly of the south line of Section 3, T 32 S, R 3E. The northerly terminus is approximately 0.5 mile westerly of the proposed crossing of the Middle Fork of the Rogue River.

NOTED
R. H. PRANGE

**LENGTH:** 1.75 miles.

**NARRATIVE:** This will be a location survey to prepare plans, specifications and estimates for grading, paving and structure on improved alignment. Reconnaissance is not necessary. Soils investigations will be conducted. This project will be constructed using 1966 FAS-C Funds. The bridge proposed is a County E.R. project and covered by the Jackson County E.R. project survey prefix 515-1456. It will be necessary to determine the county road alignment before starting the vicinity map work for the bridge structure.

**STANDARDS:** Due to the terrain of this project, it would not be economical to meet State standards. The maximum grade will be 8 per cent and maximum curvature will be 18 degrees. Simple curve alignment and no climbing lanes will be used.

**TYPICAL SECTION:** Two 12-foot travel lanes with 4-foot shoulders.

**BRIDGE:** The bridge is proposed to have a 32-foot horizontal clearance with no sidewalks.

**ACCESS:** Controlled by the County.

**BASE:** The tentative design for construction is:

| | |
|---|---|
| Paving | 3-1/2" A.C. |
| Top Course Base | 2 " Leveling |
| Bottom Course Base | 13-1/2" Coarse Base |
| Total Depth | 19 " |

NOTED
V. R. JOHNSON

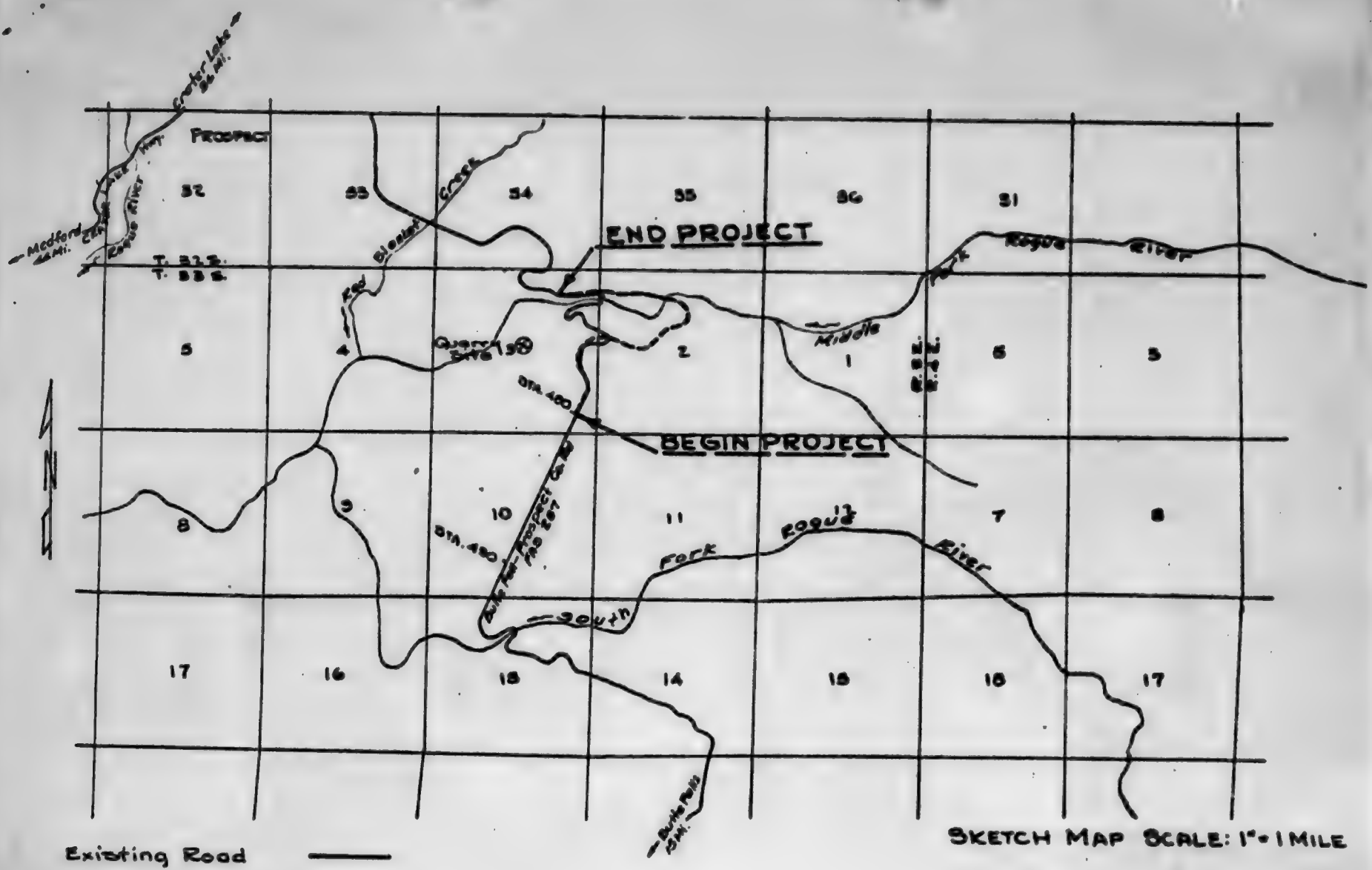
MATERIAL: An existing quarry site near the southerly end of the project has been used by Jackson County.

ADDITIONAL FACILITIES: No railroads.

AGREEMENTS: Routine agreement for an FAS-C project.

PARKS: None affected.

June 8, 1965
Attachment
cc: A. W. Parsons (3)
Forrest Cooper
F. B. Klaboe
Victor D. Wolfe
Tom Edwards
F. D. Morgan
L. R. Chandler (3)
Mark Astrup
R. N. Chase
H. S. Cox
F. B. Crandall
Frank Hall
E. S. Hunter
O. B. Jackmond
Val Johnson
Ivan Merchant (4)
D. H. Moehring (3)
A. D. Olson
James Owens
Carl Plog
Phil Preston (2)
Research Division
Jack Rowland
O. C. Turner
F. W. Yarbrough (2)
L. H. Young




OREGON STATE HIGHWAY DEPARTMENT
BUTTE FALLS-PROSPECT ROAD – JACKSON COUNTY
MIDDLE FORK OF ROGUE RIVER SECTION
PROSPECTUS SKETCH & TYPICAL SECTION
W.B. MERRILL, RES. ENGR. MAY 1965

(B-124-2) Bonner Mt. Sec., Rte. 80-4 1966
(Grading)
46852

04A 3066

**OREGON STATE HIGHWAY DEPARTMENT**

FORM A-150 (3-64)

# HIGHWAY DEPARTMENT INVOICE

NO 95826

| DATE | BILLING REQ. NO. | YOUR ORDER NO. | CREDIT DISTRIBUTION |
|---|---|---|---|
| 7- 3-68 | CE 1176 | | 920-1071-297 |

RECEIVED
JUL 19 1968
ENGINEER
COUNTY & CITY DIVISION

- Benton County
- Courthouse
- Corvallis, Oregon 97330

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON 97310

| DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| Att: Curtis Hansen, County Engineer | | | |
| Final billing: Summer Mountain Slide Section, FAS 544 (SR-124(2)). Covered by agreement dated March 11, 1965. | | | |
| County advance deposit | | 12,500.00 | |
| less amount previously transferred | | 7,500.00 | |
| | | | 5,000.00 |
| County share of construction costs | | 9,[illegible].10 | |
| Less amount previously transferred | | 7,500.00 | |
| | | | 2,[illegible]8.10 |
| To be refunded | | | 2,[illegible]1.90 |

ACKNOWLEDGE[illegible] [illegible] REQUEST

[illegible]

By _____

NOTED
RICHARD UNREIN

| Monthly transaction number | FOR [illegible] (RE[illegible]) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | Oregon |
|---|---|---|
| 9-9 | | |
| Project report number | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | County |
| 5 | | Benton |
| Modification number | (PPM 21-7) 8-28-67 | Project number |
| 1 | | FR-124(2) |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on June 17, 1966, is hereby modified as follows:

| | Former amount | Revised amount |
|---|---|---|
| Estimated total cost of project | $ 62,149 | $ 62,149 |
| Federal funds | $ 39,434.00 | $ 39,434.00 |
| Other revisions | | |

This modification is made for the following reasons:

Due to revised estimate to eliminate work retained in authorized fund status.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 28 day of August, 1967.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By J. K. Haber

Assistant State Highway Engineer
(Title)

By _____

_____
(Title)

By _____

_____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

A. W. Parsons, Division Engineer

By P. W. Parsons
(Division Engineer)

~~L. R. Backlund, Admin. Manager~~

US COMM-DC 26364-P65

Oregon State Highway Department

Federal-Aid
Project No. ER-124(2)

BOULDER MOUNTAIN SECTION OF

FAS 864 IN BENTON COUNTY

(Revised project agreement estimate to eliminate work retained in authorized fund status.)

Salem, Oregon, August 18, 1967

| | | | |
|---|---|---|---|
| Type Code P.E.<br>Preliminary Engineering | All Req. | | $ 1,000.00 |
| Type Code 0010<br>Grading (Sta. 15+00 to Sta. 24+00)(Contract No. 6852) | | | |
| Clearing and Grubbing | All Req. | | $10,000.00 |
| Ditch Excavation, Unclassified | 6 cu.yd. | $5.00 | 30.00 |
| General Excavation, Unclassified | 127,500 cu.yd. | .32 | 40,800.00 |
| Finishing Roadbed and Slopes | All Req. | | 1,000.00 |
| Trench Excavation | 140 cu.yd. | 5.00 | 700.00 |
| Special Backfill in Drains | 96 cu.yd. | 5.00 | 480.00 |
| 18-inch Culvert Pipe, 16 Gage | 56 lin.ft. | 5.00 | 280.00 |
| 8-inch Perforated Metal Drain Pipe, 16 Gage | 550 lin.ft. | 3.00 | 1,650.00 |
| | | | $54,940.00 |
| Permanent Signing | All Req. | | $ 150.00 |
| Seeding and Mulching | All Req. | | 500.00 |
| | | | $ 650.00 |
| | | Subtotal | $55,590.00 |
| | | Engr. & Cont. | 5,559.00 |
| | | Total | $61,149.00 |

Length of Project 0.170 Mile
Cost of Roadway per Mile $359,700.00

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds | County Funds |
|---|---|---|---|---|
| Preliminary Engineering | $ 1,000.00 | $ 634.00 | $ 183.00 | $ 183.00 |
| Grading | 61,149.00 | 38,800.00 | 11,174.50 | 11,174.50 |
| Total | $62,149.00 | $39,434.00 | $11,357.50 | $11,357.50 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

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JUN 21 1966
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STATE COPY

6/17/66 A

Form Approved, Budget Bureau No. 41-R2089.1

MONTHLY TRANSACTION NO. 8-79

PR-2 (REV. 3-66)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

STATE: Oregon

COUNTY: Benton

PROJECT NO.: ER-124(2)

PROJECT REPORT NO.: 3

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce, and (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

Bonner Mountain Section, FAS 864.

| PROJECT CLASSIFICATION OR CLASS OF WORK | | EFFECTIVE DATE OF AUTHORIZATION | APPROXIMATE LENGTH (Miles) |
|---|---|---|---|
| HIGHWAY PLANNING | | | |
| PRELIMINARY ENGINEERING | Initial Auth.<br>Addt'l Auth. | 12-22-64<br>3-22-65 | 0.170 |
| RIGHTS-OF-WAY | | | |
| CONSTRUCTION | Initial Auth.<br>Addt'l Auth. | 12-22-64<br>6-25-65 | 0.170 |
| OTHER (Specify) | | | |

FUNDS

| ESTIMATED TOTAL COST OF PROJECT | FEDERAL FUNDS |
|---|---|
| $ 62,149 | $ 39,434.00 |

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By _____

Assistant State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

A. W. Parsons
(Division Engineer)

By L. R. Backlund, Administrative Manager

Date executed by Division Engineer JUN 17 1966

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE



USCOMM-DC 26854-P66

Oregon State Highway Department

Federal Aid
Project No. ER-124(2)

BONNER MOUNTAIN SECTION OF

FAS 864 IN BENTON COUNTY

P.S. & E. Estimate

Salem, Oregon, April 19, 1966

| | | | |
|---|---|---|---|
| **Type Code P.E.** | | | |
| Preliminary Engineering | All Required | | $ 1,000.00 |
| **Type Code 0010** | | | |
| **Grading (Sta. 15+00 to Sta. 24+00)** | | | |
| Clearing and Grubbing | All Required | | $ 5,000.00 |
| Ditch Excavation, Unclassified | 6 cu.yds. | $3.00 | 18.00 |
| General Excavation, Unclassified | 127,500 cu.yds. | 0.60 | 76,500.00 |
| Finishing Roadbed and Slopes | All Required | | 500.00 |
| Trench Excavation | 140 cu.yds. | 3.50 | 490.00 |
| Special Backfill in Drains | 96 cu.yds. | 9.00 | 864.00 |
| 18-inch Culvert Pipe, 16 Gage | 56 lin.ft. | 6.00 | 336.00 |
| 8-inch Perforated Metal Drain Pipe, 16 Gage | 550 lin.ft. | 2.75 | 1,512.50 |
| | | | $85,220.50 |
| Permanent Signing | All Required | | $ 150.00 |
| Seeding and Mulching | All Required | | 500.00 |
| | | | $ 650.00 |
| | Subtotal | | $85,870.50 |
| | Engr. & Cont. | | 8,587.50 |
| | Total | | $94,458.00 |

Length of Project - - - - - - - - - - - 0.170 Mile
Cost of Roadway Per Mile - - - - - - - $555,635.29

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds | County Funds |
|---|---|---|---|---|
| Preliminary Engineering | $ 1,000.00 | $ 634.00 | $ 183.00 | $ 183.00 |
| Grading | 94,458.00 | 59,990.00 | 17,234.00 | 17,234.00 |
| Subtotal | $ 95,458.00 | $60,624.00 | $17,417.00 | $17,417.00 |
| County Temporary and Permanent Retained in Authorized Fund Status | 26,742.00 | 16,911.00 | 4,915.50 | 4,915.50 |
| | $122,200.00 | $77,535.00 | $22,332.50 | $22,332.50 |

Oregon State Highway Department

Federal-Aid
Project No. ER-124(2)

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AUG 21 1967
ENGINEER
COUNTY & CITY DIVISION

BONNER MOUNTAIN SECTION OF

FAS 864 IN BENTON COUNTY

(Revised project agreement estimate to eliminate work retained in authorized fund status.)

Salem, Oregon, August 18, 1967

| | | | |
|---|---|---|---|
| Type Code P.E. | | | |
| Preliminary Engineering | All Req. | | $ 1,000.00 |
| Type Code 0010 | | | |
| Grading (Sta. 15+00 to Sta. 24+00)(Contract No. 6852) | | | |
| Clearing and Grubbing | All Req. | | $10,000.00 |
| Ditch Excavation, Unclassified | 6 cu.yd. | $5.00 | 30.00 |
| General Excavation, Unclassified | 127,500 cu.yd. | .32 | 40,800.00 |
| Finishing Roadbed and Slopes | All Req. | | 1,000.00 |
| Trench Excavation | 140 cu.yd. | 5.00 | 700.00 |
| Special Backfill in Drains | 96 cu.yd. | 5.00 | 480.00 |
| 18-inch Culvert Pipe, 16 Gage | 56 lin.ft. | 5.00 | 280.00 |
| 8-inch Perforated Metal Drain Pipe, 16 Gage | 550 lin.ft. | 3.00 | 1,650.00 |
| | | | $54,940.00 |
| Permanent Signing | All Req. | | $ 150.00 |
| Seeding and Mulching | All Req. | | 500.00 |
| | | | $ 650.00 |
| | | Subtotal | $55,590.00 |
| | | Engr. & Cont. | 5,559.00 |
| | | Total | $61,149.00 |

Length of Project 0.170 Mile
Cost of Roadway per Mile $359,700.00

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds | County Funds |
|---|---|---|---|---|
| Preliminary Engineering | $ 1,000.00 | $ 634.00 | $ 183.00 | $ 183.00 |
| Grading | 61,149.00 | 38,800.00 | 11,174.50 | 11,174.50 |
| Total | $62,149.00 | $39,434.00 | $11,357.50 | $11,357.50 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

ER 124(2) FAS 864
Benton Co

**OREGON STATE HIGHWAY DEPARTMENT**

**TO:** Memo to Files

**SUBJECT:** ER 124(2) FAS 864
Banner Mt Slide, Benton County

**FROM:**

**DATE:** August 11, 1967

Curtis Hanson (Benton County Engineer) informed us today that the County was not going to collect any "ER" money on subject project

NOTED
H. S. COX

c.c Dick Reinhard

Harold Reynoldson
(SIGNATURE)

**PLEASE REPLY HERE**

NOTED
R. H. PRANGE

CC:

NOTED
RICHARD UNREIN
(SIGNATURE)

(DATE)

NOTED
DON HARWELL

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1ST 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

1

STATE OF OREGON

Microfilmed Public Record

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Department of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract #6813 Ends with: Contract # 6852

FLASH CARDS: Begin Each Contract

Remarks: # 6852 continues on reel 130

Reel No. 129 Reduction Ration 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

I certify that I have on this 7th day of May, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file, with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that sample of film processed by this Service are periodically tested.

Signature Silvar Storm